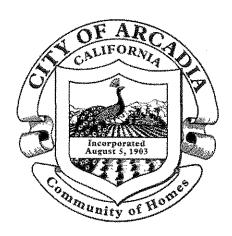
# CITY OF ARCADIA AND ARCADIA PUBLIC WORKS EMPLOYEES ASSOCIATION



# **MEMORANDUM OF UNDERSTANDING**

**APRIL 1, 2014 - JUNE 30, 2018** 

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#### **PREAMBLE**

It is the purpose of the Memorandum of Understanding to promote and provide for harmonious relations, cooperation and communication between City Management and the City employees covered by this Memorandum. As a result of good faith negotiations between City Management representatives and Association representatives, this Memorandum sets forth the Agreement regarding wages, hours, and other terms and conditions of employment for the employees covered by this Memorandum. This Memorandum provides for an orderly means of resolving differences which may arise from time to time during its term.

#### **ARTICLE I**

# Section A. PARTIES AND RECOGNITION

The Memorandum of Understanding is made and entered into between the management representatives of the City of Arcadia, hereinafter referred to as the "City" and representatives of the Arcadia Public Works Employees Association, a formally recognized exclusive employee organization, hereinafter referred to as the "Association," pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code §§3500 et. seq.).

# Section B. <u>APPROPRIATE UNIT</u>

The City agrees to give the Association notice of any changes, additions, or deletions of bargaining unit by classifications via an emailed copy of the Human Resources Commission Agenda. The agenda will be emailed to the Association's authorized agent at the same time the agenda is sent to Commission members. The Association shall be responsible for providing the City with the authorized agent's email address.

The full-time and permanent part-time classifications covered by this Agreement are:

Building Maintenance Crew Supervisor
Building Maintenance Technician
Equipment Operator
Fleet Maintenance Crew Supervisor
Fleet Technician I and II
Fleet Technician/Welder
Maintenance Worker
Storekeeper/Buyer
Streets Maintenance Crew Supervisor
Traffic Signal/Street Light Technician
Utilities Crew Supervisor
Water Production Crew Supervisor
Water Production Technician I and II
Water Quality Backflow Inspector

# Section C. MUTUAL RECOMMENDATION

This Memorandum of Understanding constitutes a mutua recommendation to the City Council, City of Arcadia, for determination.

# Section D. <u>AUTHORIZED AGENTS</u>

The City's principal authorized agent shall be the *City Manager*, 240 W. Huntington Drive, Arcadia, California, 91007, except where a particular City representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.

The Public Works bargaining unit's authorized representative is Anthony Pulido, President of the Arcadia Public Works Employees Association, 11800 Goldring Road, Arcadia, California, 91066-6021. The duly authorized staff representative is Robin Nahin, Executive Director of City Employees Associates, City Employees Associates, 2918 E 7<sup>th</sup> Street, Long Beach, California, 90804.

#### **ARTICLE III**

# Section A. TERM

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment and it is mutually agreed that this Memorandum of Understanding shall be effective, upon ratification by the City Council, for the period of April 1, 2014 through June 30, 2018.

# Section B. <u>SAVINGS CLAUSE</u>

If any provision or the application of any provision of this Agreement as implemented should be rendered or declared invalid by any final court action or decree or by reasons of any preemptive legislation, the remaining Sections of this Agreement shall remain in full force and effect for the duration of said Agreement.

#### ARTICLE III ASSOCIATION RIGHTS

# Section A. <u>AGENCY SHOP LEGISLATIVE AUTHORITY</u>

The City of Arcadia (City) and the Arcadia Public Works Employees Association (Association) mutually understand and agree that in accordance with State of California law, per adoption of SB 739, and the Agency Shop election held on September 15, 2005, a majority of the full time, regular employees in classifications represented by the Association voted to be covered by an Agency Shop agreement. As a result of the Agency Shop election, as a condition of continued employment, this Agency Shop agreement hereby requires that all bargaining unit employees:

- a. Elect to join the Association and pay Association dues:
- b. Pay an agency fee for representation; or
- c. With a religious exemption, pay a fee equal to the agency fee to be donated to selected charities.
- 1. Association Dues/Agency Fee Collection. The Administrative Services Department shall deduct Association dues, agency fee and religious exemption fees from all employees who have signed a written authorization and a copy of that authorization has been provided to the Administrative Services Department. Employees on leave without pay or employees who earn a salary less than the Association deduction shall not have an Association dues or agency fee deduction for that pay period. The Association shall notify the City of any agency fee payer who elects to only pay fair share fees, the fee equal to direct representation costs as determined by the Association's certified financial report. The Association shall notify the City of the amount of the fair share fee to be deducted from the fair share fee payer's paycheck.
- 2. New Hire Notification. All new hires in the Association shall be informed by the Human Resources Division, at the time of hire that an Agency Shop agreement is in effect for their classification. The employee shall be provided a copy of this Agreement, the Memorandum of Understanding and a form, mutually developed between the City and the Association that outlines the employee's choices under the Agency Shop Agreement. The employee shall be provided thirty (30) calendar days from the date of hire to elect their choice and provide a signed copy of that choice to the Administrative Services Department. The Association may request to meet with new hires at a time and place mutually agreed upon between the Department Head and the Association.

- 3. Failure to Pay Dues/Fees. All unit employees who choose not to become members of Arcadia Public Works Employees Association shall be required to pay to Arcadia Public Works Employees Association a representation service fee that represents such employee's proportionate share of Arcadia Public Works Employees Association's cost of legally authorized representation services on behalf of unit employees in their relations with the City of Arcadia. Such representation service fee shall in no event exceed the regular, periodic membership dues paid by unit employees who are members of Arcadia Public Works Employees Association. Unit employees who attain such status after the effective date of this Agreement shall be subject to its terms thirty (30) days after attaining unit status.
- 4. Leave Without Pay/Temporary Assignment Out of Unit. Employees on an unpaid leave of absence or temporarily assigned out of the unit shall be excused from paying agency shop fees or charitable contributions.
- 5. Religious Exemption. Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to pay an agency fee, but shall pay by means of mandatory payroll deduction an amount equal to the agency fee to a non-religious, non-labor charitable organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. Those fees shall be remitted by the City, at the choice of the employee, to one of the following non-labor, non-religious charitable organizations: United Way or American Red Cross.

To qualify for the religious exemption the employee must provide to Arcadia Public Works Employees Association, with a copy to the City, a written statement of objection, along with verifiable evidence of membership in a religious body as described above. The City will implement the change in status within thirty (30) days unless notified by Arcadia Public Works Employees Association that the requested exemption is not valid. The City shall not be made a party to any dispute arising relative to the determination of religious exemptions.

Any of the above-described payment obligations shall be processed by the City in the usual and customary manner and time-frames.

- 6. Records. Arcadia Public Works Employees Association shall keep an adequate itemized record of its financial transactions and shall make available annually, to the City and to unit members, within sixty (60) days after the end of its fiscal year, a written financial report thereof in the form of a balance sheet certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant. The City shall provide the Association a list of all unit members and dues paying status with each Association dues check remitted to the Association.
- 7. Rescission of Agreement. The Agency Shop agreement may be rescinded at any time during the term of the Memorandum of Understanding by a majority vote of all the employees in the bargaining unit. A request for such vote must be supported by a petition containing the signatures of at least thirty percent (30%) of the employees in the unit. The election shall be by secret ballot and conducted by California State Mediation and Conciliation and in accordance with state law.
- 8. <u>Indemnification</u>. The Association shall indemnify, defend and hold the City harmless from and against all claims and liabilities as a result of implementing and maintaining this agreement.

# Section B. RIGHT TO JOIN

The City and the Association recognize the right of the employees to form, join and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to join or participate in employee organization activities.

# Section C. <u>USE OF BULLETIN BOARDS</u>

The City shall provide for the Association's use designated bulletin boards where employees in the bargaining unit have access during regular business hours subject to the following conditions:

- 1. All postings for bulletin boards must contain the date of posting and the identification of the organization; and
- 2. The Association will not post information which is defamatory, derogatory or obscene subject to the immediate removal of the right to post for a period not to exceed ninety (90) days.

# Section D. PAYROLL DEDUCTION

The City will deduct from the pay of Association members the normal and regular monthly Association membership dues as authorized in writing by the employee on the City form subject to the following conditions:

- Such deduction shall be made only upon submission of the City form to the designated City representative. Said form shall be duly completed and signed by the employee.
- 2. The City shall not be obligated to put into effect any new, changed or discontinued deduction until the pay period commencing fifteen (15) days or longer after such submission.

# Section E. ACCESS TO FACILITIES

All Association business will be conducted by employees and Association representatives outside of established work hours.

Nothing herein shall be construed to prevent an Association representative or an employee from contacting the *Human Resources Administrator* or other management representatives regarding personnel related matters during work hours.

The authorized Association Business Agent shall be given access to work locations during working hours provided that prior to visiting any work location the Association representative shall:

- Contact the Human Resources Administrator or his/her designee, to state the purpose of his/her visit and which location he/she will be visiting, and
- 2. The *Human Resources Administrator* or designee determines that such visit shall not interfere with the operations of the department.

In the event the requested time and/or location of such visit by the Association Business Agent is denied because it would interfere with the operations of the department, the *Human Resources Administrator* or his designee shall set an alternative time and/or location for such visit within 72 hours.

# Section F. ASSOCIATION STEWARDS

Four (4) Shop Stewards shall be selected in such manner as the Association may determine.

The Association shall notify the employer in writing of the names of the four (4) Stewards who are authorized to represent employees in the bargaining unit.

# Section G. REASONABLE NOTICE

It is mutually understood and agreed that a copy (via the United States Postal Service) of the City Council and/or Human Resources Commission agenda for each meeting mailed to two (2) authorized representatives of the Association shall constitute reasonable written notice of any opportunity to meet with such agencies, on all matters within the scope of representation upon which the City Council or Human Resources Commission may act. The Association shall provide the Human Resources Administrator with the name and addresses of the two (2) authorized representatives within five (5) days of the effective date of this Agreement,

#### ARTICLE IV MANAGEMENT RIGHTS

Except as limited by the specific and express terms of this Agreement, the City hereby retains and reserves unto itself all rights, powers, authority, duty and responsibilities confirmed on and vested in it by the laws and the Constitution of the State of California, the Charter of the City of Arcadia and/or the laws and Constitution of the United States of America.

The management and the direction of the work force of the City is vested exclusively in the City, and nothing in this Agreement is intended to circumscribe or modify the existing rights of the City to direct the work of its employees; hire, promote, demote, transfer, assign and retain employees in positions within the City, subject to the Personnel Rules and Regulations of the City; suspend or discharge employees for proper cause; maintain the efficiency of governmental operations; relieve employees from duties for lack of work or other good reason; take action as may be necessary to carry out the City's mission and services in emergencies; and to determine the methods, means and personnel by which the operations are to be carried out.

#### ARTICLE V COMPENSATION

# Section A. SALARY SCHEDULES

The City agrees to increase base salaries of classifications covered by this MOU in the amount of three percent (3%) effective April 1, 2014, three percent (3%) effective July 1, 2015, two percent (2%) effective July 1, 2016, and two and one half percent (2.5%), effective July 1, 2017. The salary schedules for classifications covered by this MOU are set forth on *Exhibit A* and incorporated herein.

# Section B. PROMOTION OR ADVANCEMENT

Promotion or Advancement in Rate of Compensation. When an employee is promoted, the pay shall advance to the lowest step in such higher range that will provide not less than an approximate 5% increase in compensation unless the top step in such range provides less than one step increase. The 5% shall be measured by the range from which the employee is promoted.

When an employee is promoted to a higher classification, the date of promotion shall be used in determining the date of future step increases.

# Section C. PERCENTAGES BETWEEN STEPS/RANGE

The Parties acknowledge that the percentage between steps within a range is approximately two and one half percent (2.5%).

# Section D. <u>ADVANCES IN RATE OF COMPENSATION</u>

During the term of this Agreement, individuals will advance in their rates of compensation two steps (approximately 5.0%) on their anniversary dates upon receiving satisfactory evaluations until the top step in the range is reached.

#### ARTICLE VI RETIREMENT

# Section A. <u>EMPLOYEES HIRED BEFORE JULY 1, 2011</u>

The City contracts with the State of California Public Employees Retirement System (CalPERS) for the classifications contained in this Agreement. The plan shall include the following options:

- 1. 2.5% @ 55 retirement formula (Government Code §21354.4);
- 2. Single highest year final compensation (Government Code §20042);
- 3. Post Retirement Survivor Continuance;
- 4. Credit for Unused Sick leave (Government Code §20965):
- 5. 1959 Survivors Benefit for which each employee contributes ninety-three cents (\$.93) per pay period;
- 6. Third level 1959 Survivors Benefit allowance (Government Code §21573);
- 7. Military service credit as public service option (Government Code §21024). It is agreed and understood that the employee is responsible for paying for this benefit;
- 8. The City agrees to allow members to participate in a pre-tax payroll deduction plan for service purchases;
- 9. Provided the employee signs a waiver leasing and holding the City harmless, from any liability, whatsoever, the City agrees to allow members to use funds from their deferred compensation (457 plan) toward the pre-tax payroll deduction plan for service credit purchases;
- 10. Special compensation items shall be reported to CalPERS in accordance with applicable law;
- 11. Employees agree to make contributions to offset a portion of the City's costs related to CalPERS retirement benefits. The employee cost-sharing will be accomplished through pre-tax deductions in the manner contemplated by Government Code §20516(f). The parties recognize that the IRS has yet to take a position on the pre-tax status of deductions made under §20516(f) and in the event that, subsequent to the effective date of this provision, the IRS determines that such deductions do not qualify for pre-tax status, the parties agree to meet and discuss the effects thereof. The cost-sharing arrangement will be implemented as follows:

Employees will pay seven percent (7%) of PERSable compensation to CalPERS retirement via payroll deduction towards the City's Employer Contribution to CalPERS, and said amount will be allocated to the employer's account.

- 12. In addition to the foregoing cost sharing payments, employees shall continue to pay one percent (1%) of the member contribution to CalPERS;
- 13. The City shall continue to pay the cost of the employees' member contribution to CalPERS in the amount of seven percent (7%) (EPMC) and shall continue to report that as additional compensation pursuant to §20636(c)(4) of the Government Code. Further, said amount will be allocated to the employee's retirement account; and
- 14. The Pre-Retirement Option 2W Death Benefit (Government Code §21548). Pursuant to §20516(f) (Employee Sharing Cost of Additional Benefits), Employees agree to cost-share this benefit with the City through pre-tax deductions in the manner contemplated by §20516(f) of the Government Code. The parties recognize that the IRS has yet to take a position on the pre-tax status of deductions made under §20516(f) and in the event that, subsequent to the effective date of this provision, the IRS determines that such deductions do not qualify for pre-tax status, the parties agree to meet and discuss the effects thereof. It is agreed and understood that both parties shall split the cost of this optional benefit which was determined to be a total of .276%. The cost-sharing arrangement will be implemented as follows:

Employees will pay one hundred thirty eight thousandths of a percent (.138%) of PERSable compensation to CalPERS retirement via payroll deduction; and the City will pay one hundred thirty eight thousandths of a percent (.138%) of PERSable compensation to CalPERS retirement.

# Section B. <u>EMPLOYEES HIRED ON OR AFTER JULY 1, 2011 BUT BEFORE</u> OCTOBER 9, 2011

The City contracts with the State of California Public Employees Retirement System (CalPERS) for the classifications contained in this Agreement. The plan shall include the following options:

- 1. 2.5% at age 55 retirement formula (Government Code §21354.4);
- 2. Single highest year final compensation (Government Code §20042);
- 3. Post Retirement Survivor Continuance;
- Credit for unused sick leave (Government Code §20965);
- 5. 1959 Survivors Benefit for which each employee contributes ninety-three cents (\$.93) per pay period;
- 6. Third level 1959 Survivors Benefit allowance (Government Code §21573);

- 7. Military service credit as public service option (Government Code §21024). It is agreed and understood that the employee is responsible for paying for the cost of this benefit;
- 8. Employee will pay the full eight percent (8%) member contribution to CalPERS on a pre-tax basis via payroll deduction;
- 9. The City agrees to allow members to participate in a pre-tax payroll deduction plan for service credit purchases;
- 10. Provided the employee signs a waiver leasing and holding the City harmless, from any liability, whatsoever, the City agrees to allow members to use funds from their deferred compensation (457 plan) toward the pre-tax payroll deduction plan for service credit purchases;
- 11. Special Compensation items shall be reported to CalPERS in accordance with applicable law; and
- 12. The Pre-Retirement Option 2W Death Benefit (Government Code §21548). Pursuant to §20516(f) (Employee Sharing Cost of Additional Benefits), Employees agree to cost-share this benefit with the City through pre-tax deductions in the manner contemplated by Government Code §20516(f). The parties recognize that the IRS has yet to take a position on the pre-tax status of deductions made under §20516(f) and in the event that, subsequent to the effective date of this provision, the IRS determines that that such deductions do not qualify for pre-tax status, the parties agree to meet and discuss the effects thereof. It is agreed and understood that both parties shall split the cost of this optional benefit which was determined to be a total of .276%. The cost-sharing arrangement will be implemented as follows:

Employees will pay one hundred thirty eight thousandths of a percent (.138%) of PERSable compensation to CalPERS retirement via payroll deduction; and the City will pay one hundred thirty eight thousandths of a percent (.138%) of PERSable compensation to CalPERS.

# Section C. <u>EMPLOYEES HIRED ON OR AFTER OCTOBER 9, 2011 OTHER THAN NEW CalPERS MEMBERS</u>

The City contracts with the State of California Public Employees Retirement System (CalPERS) for the classifications contained in this Agreement. The plan shall include the following options:

- 1. 2% at age 60 retirement formula (Government Code §21353);
- 2. Three (3) year average final compensation period (Government Code §20037);
- 3. Post Retirement Survivor Continuance;

- 4. Credit for Unused sick leave (Government Code §20965);
- 5. 1959 Survivors Benefit for which each employee contributes ninety-three cents (\$.93) per pay period;
- 6. Third level 1959 Survivors Benefit allowance Government Code §21573);
- 7. Military service credit as public service option Government Code §21024). It is agreed and understood that the employee is responsible for paying for this benefit;
- 8. The City agrees to allow members to participate in a pre-tax payroll deduction plan for service purchases;
- 9. Provided the employee signs a waiver releasing and holding the City harmless, from any liability, whatsoever, the City agrees to allow members to use funds from their deferred compensation (457 Plan) toward the pre-tax payroll deduction plan for service credit purchases;
- 10. Special compensation items shall be reported to CalPERS in accordance with applicable law;
- 11. Employee will pay the full seven percent (7%) member contribution to CalPERS via payroll deduction; and
- 12. The Pre-Retirement Option 2W Death Benefit (Government Code §21548). Pursuant to §20516(f) (Employee Sharing Cost of Additional Benefits), Employees agree to cost—share this benefit with the City through pre-tax deductions in the manner contemplated by §20516(f) of the Government Code. The parties recognize that the IRS has yet to take a position on the pre-tax status of deductions made under §20516(f) and in the event that, subsequent to the effective date of this provision, the IRS determines that such deductions do not qualify for pre-tax status, the parties agree to meet and discuss the effects thereof. It is agreed and understood that both parties shall split the cost of this optional benefit which was determined to be a total of .276%. The cost-sharing arrangement will be implemented as follows:

Employees will pay one hundred thirty eight thousandths of a percent (.138%) of PERSable compensation to CalPERS retirement via payroll deduction; and the City will pay one hundred thirty eight thousandths of a percent (.138%) of PERSable compensation to CalPERS retirement.

# Section D. NEW CalPERS MEMBERS HIRED ON OR AFTER JANUARY 1, 2013

The City contracts with the State of California Public Employees Retirement System (CalPERS) for the classifications contained in this Agreement. The plan shall include the following options:

- 1. 2% at age 62 retirement formula (Government Code §7522.20);
- 2. Three (3) year average final compensation period (Government Code §20037):
- 3. Post Retirement Survivor Continuance;
- Credit for Unused sick leave (Government Code §20965);
- 5. 1959 Survivors Benefit for which each employee contributes ninety-three cents (\$.93) per pay period:
- 6. Third level 1959 Survivors Benefit allowance Government Code §21573);
- 7. Military service credit as public service option Government Code §21024). It is agreed and understood that the employee is responsible for paying for this benefit;
- 8. The City agrees to allow members to participate in a pre-tax payroll deduction plan for service purchases;
- 9. Provided the employee signs a waiver releasing and holding the City harmless, from any liability, whatsoever, the City agrees to allow members to use funds from their deferred compensation (457 Plan) toward the pre-tax payroll deduction plan for service credit purchases;
- 10. Special compensation items shall be reported to CalPERS in accordance with applicable law;
- 11. Employee will pay 50% of the normal cost, currently six and three quarters percent (6.75%) member contribution to CalPERS on a pre-tax basis via payroll deduction; and
- 12. The Pre-Retirement Option 2W Death Benefit (Government Code §21548). Pursuant to §20516(f) (Employee Sharing Cost of Additional Benefits), Employees agree to cost—share this benefit with the City through pre-tax deductions in the manner contemplated by §20516(f) of the Government Code. The parties recognize that the IRS has yet to take a position on the pre-tax status of deductions made under §20516(f) and in the event that, subsequent to the effective date of this provision, the IRS determines that such deductions do not qualify for pre-tax status, the parties agree to meet and discuss the effects thereof. It is agreed and understood that both parties shall split the cost of this optional benefit which was determined to be a total of .276%.

The cost-sharing arrangement will be implemented as follows:

Employees will pay one hundred thirty eight thousandths of a percent (.138%) of PERSable compensation to CalPERS retirement via payroll deduction; and the City will pay one hundred thirty eight thousandths of a percent (.138%) of PERSable compensation to CalPERS retirement.

# Section E. <u>DEFERRED COMPENSATION</u>

Employees may elect to allocate salary to the City's 457 Plan on a pre-tax basis in accordance with the provisions of the Plan.

# ARTILCE VII OVERTIME (FLSA) AND WORK SCHEDULES

# Section A. OVERTIME

With the approval of the *City Manager*, and when necessary to perform essential work, a Department Administrator may require employees to work at any time other than during regular working hours until such work is accomplished. An employee required to be in a work status beyond forty hours (40) in a designated work week, or to work in excess of the regularly scheduled shift shall be paid at the rate of one and one-half times the regular hourly rate. No overtime credit shall be allowed for any period less than one-half hour. Overtime shall be rounded to the nearest one-half hour.

The Department Administrator, *City Manager* or designee, may permit an employee to take compensatory time in lieu of paid overtime. With Department Administrator approval, represented employees shall be permitted to accumulate compensatory time only to a maximum of one hundred (100) hours. When the maximum level of compensatory time is reached, overtime shall be paid. The scheduling of compensatory time off shall not result in the pyramiding of overtime.

# Section B. RECALL

Employees recalled to work after completing a day's work, including any overtime shall receive a minimum credit of two (2) hours of overtime.

#### Section C.

When an employee is directed by his/her Department Administrator or the City Manager to attend classes or City functions at times other than regularly scheduled work hours which cause the employee to be in a work status in excess of 40 hours in a 7 day work period, the employee shall be paid at the rate of time and one-half the employee's regular rate of pay. This does not apply to classes or other functions which the employee attends voluntarily.

# Section D. WORK SCHEDULES

The City agrees that if it decides to change the current 9-day-80 hour work schedule, the City will give the Association two (2) weeks advance notice and will meet and confer with the Association prior to implementing a new work schedule; provided, however, the City will not be required to meet and confer before implementing a new work schedule in the case of an emergency affecting City operations.

If in the event the City determines an emergency exists, it may modify an employee's regular work hours. Reasonable notice will be given by the City to affected employees.

#### ARTICLE VIII STABILITY PAY/LONGEVITY PAY

#### Section A. STABILITY PAY

See Side Letter Attached as Exhibit B.

#### Section B. LONGEVITY PAY

A Longevity Pay benefit will be implemented based on the following formula:

Completed Years of	
Continuous Service	Amount Per Pay Period
5-9 Yrs	\$42.02
10-14 Yrs	\$63.04
15 Yrs +	\$84.06

The Longevity Pay benefit is effective the pay period an employee completes 5, 10 or 15 years of continuous employment with the City.

# ARTICLE IX TUITION LOAN/REIMBURSEMENT

Employees shall be eligible for tuition advancement or reimbursement who have completed at least one probationary period in the Classified Service, or one year of continuous service if employment is "at-will," subject to the conditions below. To qualify for tuition advancement/reimbursement, a Tuition Loan/ Reimbursement Form must be submitted and pre-approved by the employee's Department Head and *Human Resources Administrator*, before the course(s) begin.

Tuition loan or reimbursement shall only be for courses, specialized training, or degree programs "job-related" that are directly related to the employee's position as determined by the *City Manager* or designee.

The Tuition Loan/Reimbursement Program will operate on a fiscal year basis (July 1 through June 30) and shall be subject to the availability of funds as determined by the City. The maximum loan or reimbursement amount shall be \$4,126 for undergraduate courses and \$5,062 for graduate courses. Eligible fees include tuition, on campus parking fees and textbooks. All other fees are subject to approval by the City. School supplies are not reimbursable.

All course work must be completed while employed by the City of Arcadia with a passing grade of "C" or equivalent when numerical score or pass/fail grade is given. If the employee either does not receive a "C" or better or for any reason does not finish the class, the advance is due and payable.

Any employee who shall voluntarily retire or terminate employment or be terminated for disciplinary cause within one year from the completion of a class or classes shall refund all tuition paid under this provision for those specific classes unless they were required to attend by the appointing power. An employee who separates employment and who received tuition advancement and did not complete a class or classes within one (1) year from the advancement, shall refund all tuition advanced and be subject to the provisions outlined in the Advanced Tuition Participation and Loan Agreement. Employees who retire on a Disability or Industrial Disability Retirement, or are laid off shall not be required to refund tuition fees.

The City reserves the right to investigate any school and approve or disapprove it for advancement or reimbursement if such action appears warranted. Courses must be taken at an accredited education institution, which is defined as any college or university which has been accredited by a recognized government or professional accrediting body (as determined by the City). Additionally, the City reserves the right to deny any course(s), specialized training or degree programs determined by the City Manager to be non-job related.

#### ARTICLE X

#### MILEAGE REIMBURSEMENT

Mileage is reimbursed for travel in an employee's personal vehicle in connection with City business. Prior approval must be obtained from the immediate supervisor or Department Head. If travel is required frequently during a month, reimbursement will be made once a month. Completed mileage forms shall be submitted to the Department Head consistent with the administrative policy.

Any employee authorized to use a personal vehicle must maintain an insurance policy meeting the standards established by the *City Manager*.

#### **ARTICLE XI**

#### HEALTH, DENTAL AND LIFE INSURANCE

#### Section A. <u>CONTRIBUTION</u>

The City shall provide regular full-time employees in a classification represented by this Agreement with the following contributions:

- CalPERS Health Program: The City will contribute the minimum employer contribution required pursuant to Government Code §22892(b) ("Minimum Contribution") per month per employee for health insurance.
- 2. <u>Dental Insurance</u>: mandatory enrollment: The City will contribute the employee only cost for Delta Care USA insurance per month ("Dental Contribution") toward one of two dental plans. Additional coverage may be purchased through the Optional Benefits allocation.
- 3. Optional Benefits: Subject to the limits set forth herein, the City shall contribute the remaining amount of employee's health and dental insurance benefit allowance through a contribution to an Internal Revenue Code §125 Cafeteria Plan as follows:

#### Effective April 1, 2014:

a. The City shall pay up to a maximum of \$946 per month per full-time employee for coverage. For full-time employees, if the City's contribution exceeds the cost of employee only coverage, the difference shall be contributed toward the cost of dependent coverage or to the employee in cash or a combination of both.

#### Effective July 1, 2015:

b. The City shall pay up to a maximum of \$976 per month per full-time employee for coverage. For full-time employees, if the City's contribution exceeds the cost of employee only coverage, the difference shall be contributed toward the cost of dependent coverage or to the employee in cash or a combination of both.

# Effective July 1, 2016 - June 30, 2018:

- c. The City shall pay up to a maximum of \$1,007 per month per full-time employee for coverage. For full-time employees, if the City's contribution exceeds the cost of employee only coverage, the difference shall be contributed toward the cost of dependent coverage or to the employee in cash or a combination of both.
- d. If the premium cost of the health plan exceeds the City contribution, the employee shall pay through payroll deduction the difference between the monthly premium and the amount contributed by the City.
- e. The employee's exercise of the option to use the difference toward dependent health coverage or the deferred compensation plan is subject to the conditions controlling enrollment periods and eligibility established by the respective plans or carriers.
- f. Dependent enrollment will require proof of eligibility for dependent status including social security number, marriage, birth and/or adoption certificates.
- 4. Life Insurance: The City shall provide a \$25,000 Life & AD&D benefit for eligible employees.
- 5. Vision Plan: The City shall provide each employee with a vision plan, with the City paying the premium in fiscal years FY 14-15 through FY 17-18. The vision plan will be Vision Service Plan, Option B. The City will pay the premium up to the cost of the family plan.

#### ARTILCE XII RETIREE MEDICAL

# Section A. RETIREE MEDICAL - EMPLOYEES HIRED BEFORE JULY 1, 2011

1. Tier II Retirees. For employees hired before July 1, 2011 and retiring from the City on or after January 1, 2012 ("Tier II Retirees"), the City agrees to provide a Premium Payment for the purpose of purchasing health coverage offered through CalPERS for the Tier II Retiree and his/her spouse in an amount not to exceed the monthly premium applicable to the coverage level for the retiree (i.e., Employee Only or Employee + spouse) for the 2012 PERS Choice plan \* (\*rates are determined by region of residence; Los Angeles rates for 2012 are Employee Only \$505.63, employee + spouse \$1,011.26). Premium Payment shall be payable in the following form: (1) PEMHCA Minimum contribution payable directly to CalPERS, and (2) a reimbursement to the Tier II Retiree equal to difference between the cost of plan in which the Tier II Retiree enrolls, subject to the foregoing cap, and the PEMHCA Minimum contribution ("Reimbursement"). If a retiree enrolls in a more expensive plan, he/she will be responsible for payment of any premium in excess of the capped amount. Reimbursement shall cease for the Tier II Retiree upon eligibility for Medicare coverage, and the Reimbursement shall cease for the spouse upon eligibility for Medicare coverage, or after 15 years, whichever occurs first.

Tier II Retirees must be "eligible retirees" in order to receive the benefits described in this paragraph.

2. <u>Eligible Retiree</u>. An "eligible retiree" is a unit member who retires on a service, disability, or industrial disability retirement and has 1,000 hours of accumulated sick leave at the date of retirement. An employee who has fewer than one thousand (1,000) hours of accumulated sick leave at the date of retirement may purchase up to a maximum of three hundred fifty (350) hours worth of sick leave in an amount equal to the employee's daily pay rate at the time of retirement to meet the one thousand (1,000) hour requirement, provided, however, upon verification of information from a qualified medical provider that an employee has substantially depleted the employee's sick leave accrual due to an absence or absences caused by a serious illness or injury suffered by the employee or a family dependent living in the employee's household, this purchase limitation of 350 hours will be excused.

In addition, the eligible employee must apply prior to retirement for such coverage through Human Resources. The Association shall notify Human Resources in the event of the death of a retired member.

In order to be eligible for retiree health coverage, the employee, and if applicable, the employee's spouse, must be enrolled in a City-sponsored health plan as of the retiree's last day of work and maintain eligibility to continue in the CalPERS Health Program as stipulated by the Health Program.

# Section B. RETIREE MEDICAL - EMPLOYEES HIRED ON OR AFTER JULY 1, 2011

<u>Tier III Retirees</u>. For employees hired on or after July 1, 2011 that retiree from the City and who remain enrolled in a CalPERS health plan after retirement ("<u>Tier III Retiree</u>"), the City will pay no more than the PEMHCA Minimum contribution. Tier III Retirees shall not be reimbursed or otherwise receive payment from the City for health insurance premiums in excess of the PEMHCA Minimum contribution.

# ARTICLE XIII DISABILITY INCOME INSURANCE

The City shall provide disability income insurance up to a maximum total monthly payment of \$12.81 per full-time employee, covered by this agreement during the life of the Agreement.

#### ARTICLE XIV MEDICAL EXAMINATIONS

All medical examinations required by the City shall be paid for by the City in accordance with the City of Arcadia Personnel Rules and Regulations. Section B. An employee, at any time, may be required by the appointing power to take a medical examination, paid for by the City, to determine fitness for duty.

#### ARTICLE XV UNIFORMS

The following shall apply for each fiscal year:

Section A. The City shall provide each new employee with seven (7) sets of uniforms consisting of shirts and trousers with the exception of Fleet employees who shall be provided 11 sets of shirts and trousers. Employees who work with high-voltage and/or due to medical condition shall be provided with fire-retardant clothing per discretion of the Crew Supervisor.

The City shall provide only one (1) replacement for any damaged or lost shirt and trouser/shorts.

- Section B. The City will reimburse up to \$150.00 for each pair of steel-tip, non-conductive boots for those full-time regular employees who work regularly with electricity and all other covered employees for general steel-tip boots. The City will not pay for any additional items such as socks, polish or extra laces.
- Section C. The City shall provide ten (10) orange t-shirts with a City logo for each full-time permanent employee.
- Section D. The City shall provide two (2) City of Arcadia hats for each full-time permanent employee.
- Section E. The City shall provide one (1) pair of rain bots for each full-time permanent employee. The City shall provide replacement rain gear on an as needed basis or determined by the supervisor.
- Section F. The City shall provide one (1) set of rain gear for each full-time permanent employee. The City shall provide replacement rain gear on an as needed basis or determined by the supervisor.
- Section G. The City shall provide one (1) sweatshirt for each full-time permanent employee.
- Section H. Upon termination of employment, the employee shall turn in all uniforms and other items issued shall have a dollar amount equal to the unreturned uniforms' and items costs that will be deducted from the employee's final pay check.

#### ARTICLE XVI LEAVE

# Section A. <u>LEAVE</u>

In accordance with the current Personnel Rules and Regulations of the City of Arcadia, all leaves for classifications represented by this Agreement shall be provided for as follows:

# Section B. POWER TO GRANT LEAVE

Upon the written request of an employee stating the reasons therefore, the appointing power with the approval of the City Manager shall have power to grant leaves of absence with or without pay subject to the following restrictions:

- 1. <u>Length</u> leave of absence without pay may be granted for a period not to exceed one year with the exception that military leaves may be granted for the duration of a war or national emergency or as required by the Military and Veterans' code.
- 2. Reason a leave of absence may be granted an employee, provided he/she meets all other requirements set forth in this rule, who desires to attend school or college or to enter training to improve the quality of his/her service, who enters military service of the United States, who is temporarily incapacitated by illness, or who presents some other reasons equally satisfactory.
- 3. Right to Return the granting of a leave of absence without pay confers upon the employee the right to return to his/her classification before or at the expiration of his leave of absence. Therefore, a leave of absence shall be granted only to an employee who intends to return to his/her classification with the City.
- 4. <u>Service Record</u> no request for leave of absence will be considered unless the employee presenting the request has a satisfactory service record.
- 5. An employee granted a leave of absence may be required by the appointing power or the City Manager to successfully pass a medical examination prior to being allowed to return to work.
- 6. The granting of a leave of absence of thirty (30) days or less, with or without pay, shall not constitute an interruption of service within the meaning of this subsection. The granting of a leave of absence with or without pay of more than thirty (30) days shall constitute an interruption of service unless, in the action granting such leave of absence, it is provided that such leave of absence shall not constitute an interruption of service.

# Section C. TEMPORARY MILITARY LEAVE (PAID AND UNPAID)

Any employee who is a member of the reserve corps of the armed forces of the United States or of the National Guard or the Navy Militia shall be entitled to a temporary military leave of absence as provided by applicable Federal law and applicable California State law.

To be eligible for paid leave for thirty (30) calendar days of active military training, an employee must have been employed by the City for a period of not less than one (1) year immediately prior to the day on which the leave of absence begins. If the employee has not been employed for a period of one year, the leave shall be granted without pay. Pay shall not exceed thirty (30) calendar days in any one (1) fiscal year.

An employee on paid military leave shall continue to accrue vacation, sick leave, seniority and/or holiday in the same manner as the employee would have, had the employee been in a work status.

To be eligible to receive the leave, an employee must submit a request in writing with a copy of his/her military orders to his/her immediate supervisor for processing.

Military and Veteran's Code §§395, 395.01(a), 564 and 566 set forth provisions for state military reserve personnel employed by public employers are statutorily entitled to up to 180 days of temporary military leave for active duty activities with up to 30 days of paid military leave each fiscal year. When placed on state active duty this is ordered active duty, which entitles the employee to paid military leave.

State military reserve personnel also generally have a right to extended leaves of absence and a right to re-employment after lengthy periods of ordered duty when called to active duty in certain emergency circumstances and public employees are entitled to receive their pay from their public employer for the first thirty (30) days of that period of active military and veteran's code §§143, 146, 395, 395.05, 395.06 and 566. Before leaving for an extended leave (181 days or more), the employee must notify the city of his or her intention to return to work upon the completion of the active duty service. Employees will have ninety (90) days from completion of extended active service to report back to work to resume their duties, must submit to the City a copy of the honorable discharge papers, and pass a medical exam.

Additional military leave provisions were adopted by Council on November 20, 2001, in Resolution 6268. For military leave covered by this Resolution, the City will maintain the difference between the employee's City salary and benefits of the employee while on active military duty.

Although a military leave of absence is not considered a break in service in relation to seniority, if the employee wishes to have their extended military service time credited toward CalPERS, the employee may buy back credit for their leave of absence for active military service through CalPERS as CalPERS has determined that payments while on such service are not reportable for retirement purposes.

This leave provision does not apply to employees who are drafted or receive orders to military duty for periods longer than 180 calendar days. Employee's rights to return to vacant positions after an absence that exceeds 180 calendar days shall be governed by the applicable Federal and State law.

# Section D. <u>VACATION LEAVE</u>

- 1. Every full-time employee represented by this agreement, with the exception of temporary appointments shall accumulate vacation with pay beginning with the first full pay period of employment at the rate of 3.07 hours per pay period during the first five years of continuous full-time employment with the City; at the rate of 4.61 hours per pay period between the employee's fifth and tenth anniversary date of continuous full-time employment; at the rate of 5.22 hours per pay period between the employee's tenth and fifteenth anniversary date of continuous full-time employment, and at the rate of 6.15 hours per pay period after fifteen years of continuous full-time employment with the City. Accumulated vacation shall be granted at the discretion of the appointing power.
- Vacation may not be accumulated beyond the amount accumulable for a sixty-five (65) pay period basis. Once an employee has accumulated this amount, no more vacation will be accrued by the employee until the employee's accrual has been reduced below this maximum amount.

When through work circumstances and needs of the job, an employee has been unable to utilize vacation time and this has not been a pattern or past practice for that employee, the *City Manager* for good cause may approve excess accumulated vacation, provided the employee reduces the total below the allowable maximum within six (6) months.

- 3. An employee who has previously requested and was granted approval of vacation leave for use during the last three (3) months of the calendar year and is unable to utilize such leave because of the City's cancellation of leave shall be allowed to carry over the excess leave time into the next three (3) months of the new calendar year, if rescheduling of the vacation leave is not possible.
- 4. Upon termination, vacation used shall be prorated against vacation earned. Every City employee who leaves the City employ for any reason shall be granted all accumulated vacation or shall be paid therefore at his rate of compensation applicable at the time he leaves the City employ. If an employee works 50% of the pay period, the employee shall receive credit for that pay period's vacation accrual. If an employee works less than 50% of the pay period, the employee accrues nothing.
- Employees may elect to sell back vacation during a calendar year equal to the amount of vacation taken during the year, by the date of the request, not to exceed a maximum of 80 hours in the calendar year.

## Section E. SICK LEAVE

- 1. Every full-time employee represented by this agreement shall be granted sick leave with full pay. Said sick leave shall be accumulated beginning with the first full pay period of employment on the basis of 3.693 hours for each pay period of service completed with the City. Employees may accumulate up to a maximum of 2,000 hours of sick leave with pay. For the purposes of overtime calculation, paid sick leave, when accompanied by a doctor's note verifying illness, shall be regarded as hours worked.
- 2. City Manager or designee may require a medical examination by a physician or evidence of the reason for an absence of any employee during absence on account of illness of such employee.
- 3. Except as provided hereinafter, sick leave means authorized absence from duty of an employee who is temporarily disabled and unable to work due to a non-work related medical condition or due to a scheduled medical or dental appointment during regular working hours for a non-work related medical condition. Every effort shall be made to schedule appointments during non-working hours.

Employees that are injured on duty, and the injury is recognized as such by the City or the WCAB, and not eligible to receive salary to supplement workers' compensation temporary disability benefits under Section F of this Article, may request that accrued sick leave be paid to supplement workers' compensation disability payments.

- 4. Sick leave may be used by an employee when their attendance upon a member of the employee's family dependent who is seriously ill and requiring the attendance of such employee. Sick leave may also be used when the employee's family dependent requires the employee's presence at the dependent's medical or dental appointment during regular working hours. Every effort shall be made to schedule appointments during non-working hours. Family dependents shall include only dependents currently residing in the employee's household, or the employee's minor children.
- 5. The appointing power and *City Manager* may require evidence of the reason for any employee's absence caused by illness or death in the immediate family of the employee during the time for which sick leave is requested.
- In order to be eligible for sick leave, an employee must provide at least fifteen (15) minutes advance notice of an absence. Failure to do so without good cause may result in denial of sick leave and disciplinary action.
- 7. In case of absence due to illness, the employee shall notify his department in accordance with departmental rules and explain the nature of the illness. The appointing power and City Manager may deny or revoke sick leave if the illness or injury for which it is taken is caused or substantially aggravated by compensated outside employment.
- 8. Upon separation from the City of Arcadia, an employee who works 50% of the final pay period, shall receive credit for that pay period's sick leave accrual. If an employee works less than 50% of the pay period, the employee accrues nothing.

# Section F. WORKERS' COMPENSATION

In those instances where an employee of the City of Arcadia is injured on duty and the injury is so recognized by the Workers' Compensation Act by the City of Arcadia or the Workers' Compensation Appeals Board, such employee may be paid a combination of salary and Workers' Compensation equal to his regular salary rate for such time as he is absent from duty because of such injury. Such payment shall be granted

only to employees with three or more full years of continuous service with the City as well as to those who have completed their initial probation with the City as of June 14, 1999. The leave shall be for up to a maximum of ten months from and after date of such injury. Lost time due to an injury on duty shall not be charged against an employee's accumulated sick leave.

#### Section G. HOLIDAYS

1. Each employee in a classification represented by this MOU shall be allowed the following holidays with pay:

New Year's Day	January 1
President's Day	
Memorial Day	.The last Monday in May
Independence Day	July 4
Labor Day	The first Monday in September
Admission Day	
Veteran's Day	November 11
Thanksgiving Day	The fourth Thursday in November
Day after Thanksgiving Day	The Friday following the fourth
	Thursday in November
Christmas Eve	.December 24 (4 hours)
Christmas Day	December 25 `
New Year's Eve	December 31 (4 hours)

Every day appointed by the City Council for a public fast, thanksgiving or holiday.

For full-time employees assigned to an alternate work week, and scheduled to work 9 or more hours, but for the holiday would have been scheduled to work 9 or more hours, the employee may use accrued vacation time, accrued comp time, floating holiday time or unpaid leave to make up any difference between the provided nine hours of holiday pay and the actual number of regularly scheduled working hours for a designated holiday. For example, if a holiday falls on a day an employee is scheduled to work ten (10) hours, the employee shall receive nine (9) hours of holiday pay and be permitted to use other accrued leaves to make up the extra hour for that day.

- 2. In lieu of Citywide holidays to celebrate Dr. Martin Luther King's birthday and Admission Day, full-time employees shall receive two (2) eight (8) hour floating holidays to be scheduled by the employee in the same manner as vacation leave. Additionally, full-time employees shall receive an eight (8) hour floating holiday for his/her birthday to be scheduled by the employee in the same manner as vacation leave. Floating holidays shall not carry over into subsequent fiscal years and failure to schedule a floating holiday in the fiscal year in which it is earned shall result in its loss. If the City adopts Dr. Martin Luther King's birthday as a fixed Citywide holiday or it re-adopts Admission Day as a fixed Citywide holiday, the floating holiday(s) based thereon shall cease and eligible employee shall receive the fixed Citywide holiday(s).
- 3. Full-time employees in the unit employed on July 1 of the fiscal year shall conditionally accrue twenty-four (24) hours of floating holiday. If the employee uses floating holiday leave and separates from City employment before the date upon which the floating holiday is based (Dr. Martin Luther King's birthday, Admission Day and/or the Employee's birthday), said floating holiday leave shall be repaid to the City through payroll deduction. Employees hired after the beginning of the fiscal year shall accrue floating holiday only if the employee is employed before the date on which the floating holiday is based (Dr. Martin Luther King's birthday, Admission Day and/or the Employee's birthday).
- 4. As an example, an employee hired on July 15, whose birthday is August 5, would receive a floating holiday for his birthday, Admission Day and Dr. Martin Luther King's birthday for that fiscal year. However, if that same employee was hired on March 15, the employee would not receive any floating holiday benefit for that fiscal year.
- 5. If a holiday falls on a Friday that City operations are closed, under the 9/80 work schedule, each employee will receive eight (8) hours of floating holiday time. Floating holiday time is not accruable and not payable if unused. The floating holiday must be used by the end of the fiscal year in which it is granted or it shall be forfeited.
- 6. Each employee in a classification represented by this MOU shall be allowed eight (8) hours floating holiday for his or her birthday to be scheduled by the employee in the same manner as vacation days are scheduled. Floating holidays do not carry over from calendar year to calendar year. Failure to schedule the day off within the calendar year shall result in its loss.

# Section H. JURY LEAVE

When an employee is called or required to serve as a juror, attendance shall be deemed a leave of absence with full pay. The City will compensate jury service up to eighty (80) hours per year. All hours in excess of eighty (80) shall not be compensated. The employee shall remit to the City all fees received except mileage. For employees assigned to an alternate work week, pay for jury duty shall not be provided on regularly scheduled days off. When released from any day of service more than two (2) hours prior to the end of the normal work schedule, an employee shall report as soon as practical to full duty.

# Section I. WITNESS LEAVE

An employee who is subpoenaed or required to appear in Court as a witness shall be deemed to be on a leave of absence. With approval of the appointing power and *City Manager*, the employee may be granted leave with pay during the required absence. The employee shall remit to the City fees received except mileage.

A paid leave of absence shall not be granted for time spent in Court on personal cases.

# Section J. <u>BEREAVEMENT LEAVE</u>

At the time of death, or where death appears imminent in the immediate family, an employee may be granted a leave of absence with pay, upon approval of the appointing power and the *City Manager*. Immediate family is defined as the spouse/registered domestic partner, the employee or employee's spouse's mother or stepmother, father or stepfather, brother or sister or step sibling, child or stepchild, grandparents, grandchildren, or any relative of the employee or employee's spouse residing in the same household. Such leave shall be granted based on employee's current work shift up to a maximum of three (3) shifts; provided, however, if the employee is required to travel more than three hundred (300) miles from his or her residence, the employee may take an additional two (2) days which will be charged to accrued sick leave.

# Section K. <u>UNAUTHORIZED ABSENCE</u>

Unauthorized leaves of absence are cause for immediate dismissal.

# ARTICLE XVII PROBATIONARY PERIOD

Section A. The probationary period is part of the examination process. It is a work-test period during which the employee's performance and conduct on the job are evaluated to determine whether or not the employee is fully qualified for permanent appointment.

During the probationary period, a probationer may be released, or demoted if permanent status is held in a lower classification, without the right of appeal, if the appointing power deems the probationer unfit or unsatisfactory for service.

When a provisional appointment is made to a probationary position and subsequently the appointee is appointed to the position as a probationary employee, with no time interval between the provisional and probationary appointment, the "employment date" as herein defined, shall be the date first appointed on a provisional basis.

- Section B. All eligible candidates appointed to a position from an open competitive examination and who are not currently employed in a permanent position shall be on probation for twelve months before attaining permanent status.
- Section C. Eligible candidates appointed from a promotional list shall be on probation for six months before attaining permanent status.

#### ARTICLE XVIII ACTING PAY

# Section A. <u>ACTING PAY</u>

Any employee in the unit who is required, in writing, to work three (3) working days or longer in a higher classification which is vacant due to sick leave, injury leave, vacation, termination or move up due to acting pay shall receive the following acting pay retroactive to the first day of the assignment:

- 1. Five (5) percent above their current rate of pay or A step of the higher classification; or
- 2. An employee in the classification of *Maintenance Worker* assigned to an acting position of *Crew Supervisor* in the following: Building Maintenance, Fleet Maintenance, Maintenance, Water Maintenance, Water Production, and/or Water Services Representative shall receive ten percent (10%) above their current rate of pay; or

3. Should such percentage exceed the top step of the range for the higher classification, the employee shall receive compensation at the top step of the higher classification.

### Section B. <u>EXCEPTION</u>

Nothing contained herein shall apply to an employee who is being trained by the City to qualify for a higher classification.

### ARTICLE XIX LAYOFFS

### Section A. LAYOFF PROCEDURE

The City Manager or appointing power may lay off an employee in the Classified Service because of a material change in duties or organization, inclement weather, adverse working conditions, shortage of work or funds or return of employees from authorized leave of absence.

The order of layoff shall be temporary, probationary, and then regular employees and shall be (1) based on performance and (2) in the reverse of total cumulative time served in the same class or promotional field upon the date established for the layoff to become effective. For the purposes of layoffs, seniority will only be disregarded if an employee's overall performance evaluation rating in any one of the last three years is below proficient. In such case, the layoff shall be based upon performance.

Regular full-time employees who receive notice of layoff may, in lieu of layoff, voluntarily demote to the next lower classification that the employee previously held within the unit, provided such employee's seniority in the department is greater than an employee holding the lower position.

### Section B. RE-EMPLOYMENT LIST

The names of employees shall be placed upon reemployment lists in the reverse order of the layoff. Re-employment lists shall remain effective for two (2) years from the effective date of separation from service.

### Section C. <u>SEVERANCE PAY</u>

A full-time employee whose position is abolished or vacated by a reduction in work load or lack of funds, and has at least one (1) year of consecutive full time service with the City shall receive, upon termination, severance pay. Severance pay shall be a lump sum payment equal to 1/5th of their previous months' salary times the number of years of consecutive service, not exceeding five (5) years of service.

### ARTICLE XX PERSONNEL FILES

### Section A. PERSONNEL FILES

The City shall maintain a central personnel file for each employee. Supervisors may maintain working personnel files.

If a supervisor maintains a working personnel file, copies of written material which is to be used as a basis for employee discipline shall be sent to the central personnel file and given to the employee.

Copies of performance evaluations and/or disciplinary actions shall not be entered in the file, until the employee is given a copy and an opportunity to review and comment thereon. The employee shall be given an opportunity during working hours to initial, date, and file a written response to the material. The written response shall be attached to the material.

An employee or their designated representative (in writing) shall have the right to examine and/or obtain copies of any material from the employee's personnel file. Such copies shall be provided at the employee's cost.

### Section B. PROMOTIONAL RECUITMENTS

Discipline older than three (3) years will not be considered in promotional recruitments.

### Section C. WRITTEN REPRIMAND REVIEW

The Human Resources Administrator or designee agrees to conduct an informal meeting with members who receive a written reprimand and wish to discuss said reprimand.

### ARTICLE XXI EMPLOYEE GRIEVANCES

### Section A. <u>DEFINITIONS</u>

 Grievance – A grievance is an allegation by an employee(s) of a misinterpretation or misapplication of any express provision of the applicable Memorandum of Understanding or City and/or Department Personnel Rules and Regulations where there is no other specific method of review provided by City law.

- Grievant An employee or group of employees in the classified service adversely affected by an act or omission by the City allegedly in violation of an express provision of the Memorandum of Understanding or City and/or Department Personnel Rules and Regulations.
- 3. Department Head The Department Head or designee.
- 4. Work day A work day is any day the City offices are regularly open for business.
- 5. Exclusions from the Grievance Procedure:
  - a. The procedure is not to be used for the purpose of changing wages, hours and working conditions. Allegations involving wages, hours and working conditions may thus be grieved only if the grievance involves a misapplication or misinterpretation of an express provision of the MOU or a City/Department Personnel Rules and Regulations.
  - b. The procedure is not intended to be used to challenge the content of employee evaluations or performance reviews. Allegations that the City has failed to comply with an evaluation procedure set forth in a specific provision of the MOU and/or City/Department Personnel Rules and Regulations are grievable.
  - c. The procedure is not intended to be used to challenge a reclassification, layoff, transfer, denial of reinstatement, or denial of a step or merit increase. Notwithstanding the above, if the process used to reach the foregoing decisions is not in compliance with an express provision of the MOU and/or City/Department Personnel Rules and Regulations, a grievance may be filed.
  - d. The procedure is not intended to be used in cases of oral or written reprimand, demotion, suspension, removal or other disciplinary action. Appeals of disciplinary actions are covered by the City's Personnel Rules and Regulations.
  - e. The procedure is not to be used to challenge examinations or appointment to positions. Notwithstanding the above, if the process used to reach the foregoing decisions is not in compliance with an express provision of the MOU and/or City/Department Personnel Rules and Regulations, a grievance may be filed.

### Section B. <u>TIMELINESS</u>

The grievance must be filed by the employee within the timelines set forth herein. Failure of the employee to file the initial grievance or process the grievance from one level to another in a timely manner is a forfeiture of the grievance and the grievance will not be processed further.

If the City fails to respond in a timely manner, the employee may proceed to the next level.

### Section C. <u>EMPLOYEE REPRESENTATION</u>

The employee may be represented by a person of his or her choice to prepare and present the grievance. The employee may use a reasonable amount of released time to process the grievance. The release time must be approved by the Department Head.

### Section D. <u>INFORMAL GRIEVANCE PROCEDURE</u>

Within fifteen (15) working days following the event, or within fifteen (15) working days after the employee should reasonably have known of the event, the employee should attempt to resolve the grievance on an informal basis by discussion with his or her immediate supervisor.

### Section E. <u>FORMAL GRIEVANCE PROCEDURE</u>

- 1. <u>First Level of Review</u>: Next Level Supervisor. If the employee is not able to resolve the grievance after discussion with his or her immediate supervisor, within ten (10) working days after the informal discussion with the immediate supervisor, the employee shall present the grievance in writing to the next level supervisor on the official City grievance form setting forth the following information:
  - a. The specific section of the rules or MOU allegedly violated.
  - b. The specific act or omission which gave rise to the alleged violation.
  - c. The date or dates on which the violation occurred.
  - d. Documents, witnesses or evidence in support of the grievance.
  - e. The resolution of the grievance at the informal stage.

A copy of the grievance shall be provided to the Human Resources Division of the Administrative Services Department concurrently with presentation to the immediate supervisor.

The next level supervisor shall render a decision in writing, on the grievance form, within ten (10) working days after receiving the grievance.

2. Department Head Review. If the employee does not agree with the decision of the next level supervisor, within ten (10) working days after receiving the next level supervisor's decision or twenty (20) days from the date the next level supervisor received the grievance but failed to issue a decision, the employee shall present the grievance in writing, on the grievance form, to the department head.

The department head may require the employee and the immediate supervisor to attend a grievance meeting. The department head shall communicate a decision in writing within ten (10) working days of receiving the grievance or within ten (10) working days of holding a grievance meeting whichever is longer.

3. <u>Human Resources Administrator</u>. If the employee is not in agreement with the decision reached by the department head, within ten (10) working days after receiving the department head's decision or twenty (20) days from the date the department administrator received the grievance but failed to issue a decision, the employee shall present the grievance in writing to the *Human Resources Administrator* on the official City grievance form.

The *Human Resources Administrator* may require the employee and the immediate supervisor to attend a grievance meeting. The *Human Resources Administrator* shall communicate a decision in writing within ten (10) working days of receiving the grievance or the holding of a grievance meeting whichever is longer.

4. <u>Human Resources Commission</u>. If the employee is not in agreement with the decision of the *Human Resources Administrator* or if the *Human Resources Administrator* has failed to respond, the employee shall present the grievance to the Human Resources Commission within ten (10) working days from the date of receipt of the *Human Resources Administrator*'s decision or twenty (20) days from the date the *Human Resources Administrator* received the grievance but failed to issue a decision.

### Section F. APPEAL TO HUMAN RESOURCES COMMISSION

- 1. Scheduling of Hearing: Upon receipt of the request for an appeal, the City shall, within thirty (30) days, transmit the appeal to the Human Resources Commission. The Commission shall schedule a hearing. The appeal hearing shall be set not less than twenty (20) working days nor more than sixty (60) working days from the date of the filing of the appeal. All interested parties shall be notified in writing of the date, time, and place of the hearing at least ten (10) working days prior to the hearing.
- 2. Public Hearings: All hearings shall be open to the public.

### 3. Pre-Hearing Procedure:

- a. Subpoenas: The Human Resources Commission is authorized to issue subpoenas at the request of either party prior to the commencement of the hearing. After the commencement of the hearing, subpoenas shall be issued by the Commission only for good cause. Each party will prepare their own subpoenas and present them to the Human Resources Division of the Administrative Services Department and the other party. The Human Resources Division of the Administrative Services Department will issue the subpoenas. The Human Resources Division of the Administrative Services Department will serve subpoenas for current City employees. It will be the responsibility of the employee or the City to serve subpoenas on individuals who are not currently employed by the City. It will be the responsibility of the employee and the City to submit the written request for subpoenas at least ten (10) working days before the date of the hearing.
- b. Exhibits and Witness Lists: Five (5) working days prior to the date set for the hearing, each party shall serve upon the other party and submit to the Human Resources Division of the Administrative Services Department a list of all witnesses and a list and copy of all exhibits. An original and nine (9) copies of the exhibits shall be presented to the Human Resources Division of the Administrative Services Department in 3 hole notebooks which are tabbed down the side with the exhibit numbers. The employer's exhibits shall be designated by number. The employee's exhibits shall be designated by alphabetical letter. Neither party will be permitted to call during the hearing, a witness not identified pursuant to this section nor use any exhibit not provided pursuant to this section unless that party can show that they could not reasonably have anticipated the prior need for such witness or such exhibit.

- c. <u>Statement of Issues</u>: Five (5) working days prior to the date set for the hearing, each party shall submit to the Human Resources Division of the Administrative Services Department a Statement of Issues.
- 4. <u>Submission to the Human Resources Commission</u>: Five (5) working days prior to the date set for the hearing, the Human Resources Division of the Administrative Services Department shall present each member of the Human Resources Commission with a copy of the jurisdictional documents. Those documents include the grievance documents at each level and the responses to the grievance.
- 5. Payment of Employee Witnesses: Employees of the City who are subpoenaed to testify during working hours will be released with pay to appear at the hearing. The Commission may direct that these employees remain on call until called to testify. Employees who are subpoenaed to testify during non-working hours will be compensated for the time they actually testify, unless the City agrees to a different arrangement.

### 6. Conduct of the Hearing:

- a. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses but hearings shall be conducted in a manner most conducive to determination of the truth.
- b. Any relevant evidence may be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper the admission of such evidence over objection in civil actions.
- c. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence that shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions.
- d. The rules dealing with privileges shall be effective to the same extent that they are now or hereafter may be recognized in civil actions.
- e. Irrelevant and unduly repetitious evidence may be excluded.
- f. The Human Resources Commission shall determine relevancy, weight and credibility of testimony and evidence. Decisions made by the Commission shall not be invalidated by any informality in the proceedings.
- g. During examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing upon motion of either party.

- h. The Human Resources Commission may conduct the hearing or delegate evidentiary and/or procedural rulings to its legal counsel.
- 7. <u>Burden of Proof</u>. In a grievance appeal the grievant has the burden of proof by preponderance of the evidence.
- 8. Proceed with Hearing or Request for Continuance: Each side should be asked if it is ready to proceed. If either side is not ready and wishes a continuance, good cause must be stated. Any request for a continuance must be made in writing and submitted prior to the hearing to all parties. Before requesting a continuance, the moving party shall contact all parties to determine if there is any opposition to the continuance and shall state in its request if there is opposition.
- 9. <u>Testimony under Oath</u>: All witnesses shall be sworn in for the record prior to offering testimony at the hearing. The chairperson will request the witnesses to raise their right hand and respond to the following:
  - "Do you swear that the testimony you are about to give at this hearing is the truth, the whole truth and nothing but the truth?"
- 10. <u>Presentation of the Case</u>: The hearing shall proceed in the following order unless the Human Resources Commission for special reason, directs otherwise:
  - a. The Human Resources Chair shall announce the issues after a review of the statement of issues presented by each party.
  - b. The grievant (employee) shall be permitted to make an opening statement.
  - c. The respondent (City) shall be permitted to make an opening statement, or reserve an opening statement until presentation of its case.
  - d. The grievant shall produce his/her evidence.
  - e. The respondent may then offer its evidence.
  - f. The grievant followed by the respondent may offer rebutting evidence.
  - g. Closing arguments shall be permitted at the discretion of the Human Resources Commission. The party with the burden of proof shall have the right to go first and to close the hearing by making the last argument. The Commission may place a time limit on closing arguments. The Commission or the parties may request the submission of written briefs. After the request for submittal of written briefs, the Commission will determine whether to allow the parties to submit written briefs and determine the number of pages of said briefs.

- 11. Procedure for the Parties: The party representing the department and the party representing the employee will address their remarks, including objections, to the Chair of the Human Resources Commission. Objections may be ruled upon summarily or argument may be permitted. The Chair reserves the right to terminate argument at any time and issue a ruling regarding an objection or any other matter, and thereafter the representatives shall continue with the presentation of their case.
- 12. Right to Control Proceedings: While the parties are generally free to present their case in the order that they prefer, the Chair reserves the right to control the proceedings, including, but not limited to, altering the order of witnesses, limiting redundant or irrelevant testimony, or by the direct questioning of witnesses.
- 13. <u>Hearing Demeanor and Behavior</u>: All parties and their attorneys or representatives shall not, by written submission or oral presentation, disparage the intelligence, ethics, morals, integrity or personal behavior of their adversaries or members of the Commission.
- 14. <u>Deliberation Upon the Case</u>: The Commission will consider all oral and documentary evidence, the credibility of witnesses, and other appropriate factors in reaching their decision. The Commission may deliberate at the close of the hearing in closed session or at a later fixed date and time not to exceed ten (10) working days.
- 15. Recommended Decision: The Human Resources Commission shall render its recommendations as soon after the conclusion of the hearing as possible, and no event, later than ten (10) working days after concluding the hearing, unless otherwise stipulated to by the parties. The recommended decision shall include an explanation of the basis for the decision.

The Human Resources Commission shall not be polled as to their decision by the grievant or the grievants' counsel.

16. Recommendation to the City Manager: The decision of the Human Resources Commission is advisory to the City Manager. The proposed decision shall be provided to the grievant and the City Manager.

Either the employee or the department may file a written appeal to the proposed decision, by filing exceptions thereto with the *Human Resources Administrator* within ten (10) days of receipt of the Commission's recommended decision.

The party desiring to contest the recommended decision of the Commission may also request a transcript for review by the *City Manager* within ten (10) working days of the Commission's decision. If the appealing party requests a transcript, that party shall pay the cost of the transcript.

17. Final Action by City Manager: Within ten (10) working days of the filing of exceptions, or within ten (10) days of receipt of the transcript, the City Manager shall review the decision of the Commission, any exceptions filed, and a record, if one is requested. The decision of the City Manager shall be final. The decision shall be transmitted to the employee and to the department head.

### ARTICLE XXII LABOR - MANAGEMENT COMMITTEE

The City and the Association hereby agree to the establishment of an ad hoc committee to discuss employer-employee relation matters.

Each side may designate up to two (2) Public Works Services Department representatives to serve on the committee. For purpose of coordination only, the *Human Resources Administrator* shall be chairman of the committee. The committee shall meet quarterly as necessary, at a mutually agreed upon time and place. The party requesting the meeting shall submit an agenda of topics to be discussed no less than five (5) days prior to the scheduled meeting date.



### ARTICLE XXIII FULL UNDERSTANDING

Section A. This Memorandum of Understanding contains all the covenants, stipulations and provisions agreed upon by the parties and any other prior existing understanding or Agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

It is the intent of the parties that this Agreement be administered in its entirety in good faith during its full term. The Association recognizes that during such term it may be necessary for Management to make changes in rules or procedures affecting the employees in the unit and that the City will meet and confer as required by law, before implementing changes.

For the life of this agreement it is agreed and understood that the Association hereto voluntarily and unqualifiedly waives its rights and agrees that the City shall not be required to meet and confer with respect to any subject or matter whether referred to or covered in this Agreement or not during the term of this Agreement. However, the specific provisions of this contract may not be reopened during the term of this contract without the consent of the City and the Association.

Section B. The parties hereto have caused the Memorandum of Understanding to be executed this <u>3rdday of December</u>, 2013.

ARCADIA PUBLIC WORKS EMPLOYEES ASSOCIATION

CITY OF ARCADIA

Anthon∳ Pulido APWEA President

Dominic Lazzaretto
City Manager

### 2014 - 2018 NEGOTIATION TEAMS

### **APWEA**

Jerry Moeller,

Team Member

Anthony Pulido,

Team Member

Jonathan Shoemaker,

Team Member

Kevin Tobin,

Team Member

### City of Arcadia

Jeannette Flores,

Senior Human Resources Analyst

Jason Kruckeberg,

Assistant City Manager/ Development Services Director

Hue Quach,

Administrative Services Director

Tom Tait,

Public Works Services Director

### EXHIBIT A CITY OF ARCADIA SALARY RANGE APRIL 1, 2014 - JUNE 30, 2015 APWEA - 3.0% COLA

Range	, 145.Tr	Cton A	Ston 0	0 40	C coto	11 11 11			-	-		0,00	
Number	The state of the s	3	2	o deb	o delo	denc	- Step -	ñ 	n delo l		orep i	Step J	2
46P	Maintenance Worker	\$ 3,239	\$ 3,319	\$ 3,401	\$ 3,487	\$ 3,574	4 \$ 3,664	4 \$ 3,755	55 \$ 3,848	es.	3,946	\$ 4,	4,043
47P		\$ 3,319	\$ 3,401	\$ 3,487	\$ 3,574	\$ 3,664	ļ	5 \$ 3,848	18 \$ 3,946	S	4,043	\$ 4,	4,146
48P		\$ 3,401	\$ 3,487	\$ 3,574	\$ 3,664	\$ 3,755	5 \$ 3,848	3 \$ 3,946	16 \$ 4,043	65	4,146	\$ 4,2	4,248
49P		\$ 3,487	\$ 3,574	\$ 3,664	\$ 3,755	3,848	8 \$ 3,946	5 \$ 4,043	13 \$ 4,146	69	4,248	\$ 4,	4,354
50P	Fleet Technician I		\$ 3,664	\$ 3,755	\$ 3,848	\$ 3,946	6 \$ 4,043	3 \$ 4,146	16 \$ 4,248	es	4,354	\$ 4,4	4,464
5 <u>7</u>		\$ 3,664	\$ 3,755	\$ 3,848	\$ 3,946	\$ 4,043	3 \$ 4,146	5 \$ 4,248	18 \$ 4,354	ક્ક	4,464	\$ 4,5	4,573
52p	Water Production Technician I	\$ 3,755	\$ 3,848	\$ 3,946	\$ 4,043	\$ 4,146	6 \$ 4,248	3 \$ 4,354	34 \$ 4,464	\$ 4,	573	\$ 4,6	4,688
530	Equipment Operator  Building Maintenance Technician  Storekeener/Biver	\$ 3,848	\$ 3,946	\$ 4,043	\$ 4,146	\$ 4,248	8 \$ 4,354	1 \$ 4,464	34 \$ 4,573	ક્ક	4,688	8,4,8	4,805
54P	Fleet Technician II	\$ 3,946	\$ 4,043	\$ 4,146	\$ 4,248	\$ 4,354	4 \$ 4,464	1 \$ 4,573	3 \$ 4,688	G	4,805	\$ 4,9	4,924
55P		\$ 4,043	\$ 4,146	\$ 4,248	\$ 4,354	65	4 \$ 4,573	3 \$ 4,688	38 \$ 4,805	\$ 4,	924	\$ 5,0	5,049
56P	Fleet Technician/Welder Traffic Signal/Street Light Technician Water Production Technician II	\$ 4,146	\$ 4,248	\$ 4,354	\$ 4,464	\$ 4,573	3 \$ 4,688	\$ 4,805	5 \$ 4,924	€	5,049	\$ 5,1	5,174
575		\$ 4,248	\$ 4,354	\$ 4,464	\$ 4,573	\$ 4,688	8 \$ 4,805	\$ 4,924	4 \$ 5,049	€3	5,174	€9 C7	5,303
58P		\$ 4,354	\$ 4,464	\$ 4,573	\$ 4,688	\$ 4,805	5 \$ 4,924	\$ 5,049	9 \$ 5,174	ક્ક	5,303 \$	1 1	5,435
59P	Streets Maintenance Crew Supervisor Building Maintenance Crew Supervisor	\$ 4,464	\$ 4,573	\$ 4,688	\$ 4,805	\$ 4,924	4 \$ 5,049	\$ 5,174	4 \$ 5,303	↔	5,435 \$		5,571
60P		\$ 4,573	\$ 4,688	\$ 4,805	\$ 4,924	\$ 5,049	3 \$ 5,174	\$ 5,303	3 \$ 5,435	ь	5,571	5,711	-
6. T		\$ 4,688	\$ 4,805	\$ 4,924	\$ 5,049	-	4 \$ 5,303	<del> </del>	5 \$ 5,571	€	5,711 \$	5,853	53
62. T	Utilities Crew Supervisor Water Production Crew Supervisor	\$ 4,805	\$ 4,924	\$ 5,049	\$ 5,174	\$ 5,303	3 \$ 5,435	\$ 5,571	1 \$ 5,711	(A)	5,853 \$	6,002	02
<u>a</u>	Fleet Maintenance Crew Supervisor	\$ 4,924	\$ 5,049	\$ 5,174	\$ 5,303	\$ 5,435	5 \$ 5,571	\$ 5,711	1 \$ 5,853	υ	6,002	6,150	50
<b>6</b> 4₽		ξĊ	\$ 5,174	\$ 5,303	\$ 5,435	\$ 5,571	\$ 5,711	\$ 5,853	3 \$ 6,002	ક્ક	6,150 \$	6,304	8
65P		\$ 5,174	\$ 5,303	\$ 5,435	\$ 5,571	\$ 5,711		↔		↔	6,304 \$	6,463	63
66P	Water Quality Backflow Inspector	- 1	\$ 5,435	\$ 5,571	\$ 5,711	\$ 5,853	3 \$ 6,002	\$ 6,150	0 \$ 6,304	↔	6,463 \$	6,622	22

### CITY OF ARCADIA SALARY RANGE JULY 1, 2015 - JUNE 30, 2016 APWEA - 3.0% COLA

Range	Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step	Step	7.0
Number	Maintonanco Worker	۳	2 3 4 40	\$ 2 503	\$ 2 502	4 3 684	4 2 774	3 868	- 4	. A OBA	6	1 464
47P		160	8	1	l l	1	θ.		€.		1	4 270
487	The state of the s	\$ 3,503		1			65	1	69	ŧ	1	4,375
49P		\$ 3,592	\$ 3,681	\$ 3,774	\$ 3,868	\$ 3,963	43	\$ 4,164	s	\$ 4,375	1	4,485
50P	Fleet Technician I		\$ 3,774	\$ 3,868	\$ 3,963	\$ 4,064	69	\$ 4,270	\$ 4,375	\$ 4,485	1	4,598
ខ្			\$ 3,868	\$ 3,963	\$ 4,064	\$ 4,164	\$ 4,270	\$ 4,375	\$ 4,485	\$ 4,598	₩,	4,710
52P	Water Production Technician I	İ	\$ 3,963	\$ 4,064	\$ 4,164	\$ 4,270	\$ 4,375	\$ 4,485	\$ 4,598	\$ 4,710	€3 Ą	,829
	Equipment Operator	,		1	,		J	j			1	
0. 0. 0.	Building Maintenance Technician Storekeeper/Buyer	\$ 3,963	\$ 4,064	\$ 4,164	\$ 4,270	\$ 4,375	\$ 4,485	\$ 4,598	\$ 4,710	\$ 4,829	€ð. 4_	4,949
547	Fleet Technician II	\$ 4,064	\$ 4,164	\$ 4,270	\$ 4,375	\$ 4,485	\$ 4,598	\$ 4,710	\$ 4,829	\$ 4,949	& 5.	5,072
55P		\$ 4,164	\$ 4,270	\$ 4,375	\$ 4,485	\$ 4,598	\$ 4,710	\$ 4,829	\$ 4,949	\$ 5,072	ഹ് ക	,200
	Fleet Technician/Welder											
76 0	Traffic Signal/Street Light Technician Water Production Technician II	\$ 4,270	\$ 4,375	\$ 4,485	\$ 4,598	\$ 4,710	\$ 4,829	\$ 4,949	\$ 5,072	\$ 5,200	က် မာ	5,329
57P		\$ 4,375	\$ 4,485	\$ 4,598	\$ 4,710	\$ 4,829	\$ 4,949	\$ 5,072	\$ 5,200	\$ 5,329	\$ 5,	5,462
ವಿಜಿಜ		\$ 4,485	\$ 4,598	\$ 4,710	\$ 4,829	\$ 4,949	\$ 5,072	\$ 5,200	\$ 5,329	\$ 5,462	<del>(</del> 2)	5,598
59P	Streets Maintenance Crew Supervisor Building Maintenance Crew	\$ 4,598	\$ 4,710	\$ 4,829	\$ 4,949	\$ 5,072	\$ 5,200	\$ 5,329	\$ 5,462	\$ 5,598	<del>\$</del>	5,738
	Supervisor			•	-							···
60P		\$ 4,710	\$ 4,829	\$ 4,949	\$ 5,072	\$ 5,200	\$ 5,329	\$ 5,462	\$ 5,598	\$ 5,738	8,5	5,882
611		\$ 4,829	\$ 4,949	\$ 5,072	\$ 5,200	\$ 5,329	\$ 5,462	\$ 5,598	\$ 5,738	\$ 5,882	\$ 6,0	6,029
625	Utilities Crew Supervisor Water Production Crew Supervisor	\$ 4,949	\$ 5,072	\$ 5,200	\$ 5,329	\$ 5,462	\$ 5,598	\$ 5,738	\$ 5,882	\$ 6,029	, 6	6,182
63	Fleet Maintenance Crew Supervisor	\$ 5,072	\$ 5,200	\$ 5,329	\$ 5,462	\$ 5,598	\$ 5,738	\$ 5,882	\$ 6,029	\$ 6,182	8 6	6,335
64P		\$ 5,200	\$ 5,329	\$ 5,462	\$ 5,598	\$ 5,738	\$ 5,882	\$ 6,029	\$ 6,182	\$ 6,335	\$ 6,4	6,493
65P	The state of the s		\$ 5,462	\$ 5,598	\$ 5,738	\$ 5,882	\$ 6,029	\$ 6,182	\$ 6,335	\$ 6,493	\$ 6,6	6,657
66P	Water Quality Backflow Inspector	\$ 5,462	\$ 5,598	\$ 5,738	\$ 5,882	\$ 6,029	\$ 6,182	\$ 6,335	\$ 6,493	\$ 6,657	\$ <del>0</del>	821

### EXHIBIT A CITY OF ARCADIA SALARY RANGE JULY 1, 2016 - JUNE 30, 2017 APWEA - 2.0% COLA

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Number	Title	Step A	Step B	Step C	Step D	Step E	E Step	ii.	Step G	Step H	Step	tean	Step	->
46P	Maintenance Worker	\$ 3,403	\$ 3,487	\$ 3,573	\$ 3,664	\$ 3,755	49	3,849	\$ 3,945	\$ 4,042	\$ 4,145	45 \$	4,247	47
47P		1 .	\$ 3,573	\$ 3,664	\$ 3,755	\$ 3,849	69	3,945	\$ 4,042	\$ 4,145	\$ 4,247	47 \$	4,355	35
48 <del>5</del>		\$ 3,573	\$ 3,664	\$ 3,755	\$ 3,849	\$ 3,945	cs	4,042	\$ 4,145	\$ 4,247	\$ 4,355	55 \$	4,463	63
49P		\$ 3,664	\$ 3,755	\$ 3,849	\$ 3,945	\$ 4,042	49	4,145	\$ 4,247	\$ 4,355	\$ 4,463	33 \$	4,575	75
50P	Fleet Technician I	\$ 3,755	\$ 3,849	\$ 3,945	\$ 4,042	\$ 4,145	5 \$ 4,247	├	\$ 4,355	\$ 4,463	\$ 4,575	ļ	4,690	06
51b		\$ 3,849	\$ 3,945	\$ 4,042	\$ 4,145	\$ 4,247	€Э	4,355	\$ 4,463	\$ 4,575	\$ 4,690	8 8	4,804	18
52P	Water Production Technician I	\$ 3,945	\$ 4,042	\$ 4,145	\$ 4,247	\$ 4,355	\$	463 \$	3 4,575	\$ 4,690	\$ 4,804	34 \$	4,926	26
	Equipment Operator			[	1	F		-	1	1	[	<del> </del>	1	Π
53 <u>0</u>	Building Maintenance Technician Storekeeper/Buver	\$ 4,042	\$ 4,145	\$ 4,247	\$ 4,355	\$ 4,463	es 4	575,	\$ 4,690	\$ 4,804	\$ 4,926	<u>\$</u>	5,048	<del>ф</del>
54P	Fleet Technician II	\$ 4,145	\$ 4,247	\$ 4,355	\$ 4,463	\$ 4,575	5 \$ 4,690	\$ 06	4,804	\$ 4,926	\$ 5,048	48	5,173	73
585		\$ 4,247	\$ 4,355	\$ 4,463	\$ 4,575	\$ 4,690	0 \$ 4,804	04	4,926	\$ 5,048	\$ 5,173	-	ļ	8
	Fleet Technician/Welder													
28P	Traffic Signal/Street Light Technician Water Production Technician II	\$ 4,355	\$ 4,463	\$ 4,575	\$ 4,690	\$ 4,804	4 \$ 4,926	2e &	5,048	\$ 5,173	\$ 5,304	4 *	5,436	8
57P		\$ 4,463	\$ 4,575	\$ 4,690	\$ 4,804	\$ 4,926	5 \$ 5,048	48	5,173	\$ 5,304	\$ 5,436	\$ 92	5,57	75
58P	Share and the state of the stat	\$ 4,575	\$ 4,690	\$ 4,804	\$ 4,926	\$ 5,048	8 \$ 5,173	73 \$	5,304	\$ 5,436	\$ 5,571	71 \$	5,710	10
69	Streets Maintenance Crew Supervisor Building Maintenance Crew Supervisor	\$ 4,690	\$ 4,804	\$ 4,926	\$ 5,048	\$ 5,173	3 \$ 5,304	\$	5,436	\$ 5,571	\$ 5,710	\$	5,853	83
60P	and the second s	\$ 4,804	\$ 4,926	\$ 5,048	\$ 5,173	\$ 5,304	69	436 \$	5,571	\$ 5,710	\$ 5,853	33	6,000	12
915		\$ 4,926	\$ 5,048	\$ 5,173	\$ 5,304	\$ 5,436	5 \$ 5,571	4	5,710	\$ 5,853	\$ 6,000	0	6,150	lõ.
62P	Utilities Crew Supervisor Water Production Crew Supervisor	\$ 5,048	\$ 5,173	\$ 5,304	\$ 5,436	\$ 5,571	1 \$ 5,710	10	5,853	\$ 6,000	\$ 6,150	Ç.	6,306	ထွ
63P	Fleet Maintenance Crew Supervisor	\$ 5,173	\$ 5,304	\$ 5,436	\$ 5,571	\$ 5,710	5,853	53	6,000	\$ 6,150	\$ .6,306	<b>⊕</b>	6,462	Ŋ
64P		\$ 5,304	\$ 5,436	\$ 5,571	\$ 5,710	\$ 5,853	3 \$ 6,000	30	6,150	\$ 6,306	\$ 6,462	C3	6,623	က္
65P	The state of the s	ಗು	\$ 5,571		\$ 5,853	\$ 6,000	) \$ 6,150	50 \$	6,306	\$ 6,462	\$ 6,623	89	6,790	0
665	Water Quality Backflow Inspector	\$ 5,571	\$ 5,710	\$ 5,853	\$ 6,000	\$ 6,150	) \$ 6,306	\$ 9(	6,462	\$ 6,623	\$ 6,790	0	6,957	27

### CITY OF ARCADIA SALARY RANGE JULY 1, 2017 - JUNE 30, 2018 APWEA - 2.5% COLA

Range Number	Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step	Step J	7
46P	Maintenance Worker	\$ 3,488	\$ 3,574	\$ 3,662	\$ 3,756	\$ 3,849	\$ 3,945	\$ 4,044	\$ 4,143	\$ 4,249	ક્ક	4,353
47P			\$ 3,662	\$ 3,756	\$ 3,849	\$ 3,945	\$ 4,044	\$ 4,143	\$ 4,249	\$ 4,353	မာ	4,464
48P		\$ 3,662	\$ 3,756	\$ 3,849	\$ 3,945	\$ 4,044	\$ 4,143	\$ 4,249	\$ 4,353	\$ 4,464	6A	4,575
497		\$ 3,756	\$ 3,849	\$ 3,945	\$ 4,044	\$ 4,143	69	\$ 4,353	\$ 4,464	\$ 4,575	₩	4,689
50P	Fleet Technician I		\$ 3,945	\$ 4,044	\$ 4,143	\$ 4,249	\$ 4,353	\$ 4,464	\$ 4,575	\$ 4,689	<del>63</del>	4,807
r S			\$ 4,044	\$ 4,143	\$ 4,249	\$ 4,353	\$ 4,464	\$ 4,575	\$ 4,689	\$ 4,807	\$ 4,	4,924
52P	Water Production Technician I	\$ 4,044	\$ 4,143	\$ 4,249	\$ 4,353	\$ 4,464	\$ 4,575	\$ 4,689	\$ 4,807	\$ 4,924	⊕ 5	5,049
į	Equipment Operator		ļ	l	ı		,	l	l		1	
<u> </u>	Building Maintenance Technician Storekeeper/Buyer	\$ 4,143	\$ 4,249	\$ 4,353	\$ 4,464	\$ 4,575	\$ 4,689	\$ 4,807	\$ 4,924	\$ 5,049	က် မ	5,174
5 <u>4</u> 5	Fleet Technician II	\$ 4,249	\$ 4,353	\$ 4,464	\$ 4,575	\$ 4,689	\$ 4,807	\$ 4,924	\$ 5,049	\$ 5,174	\$ 5,	5,302
55P		\$ 4,353	\$ 4,464	\$ 4,575	\$ 4,689	\$ 4,807	\$ 4,924	\$ 5,049	\$ 5,174	\$ 5,302	\$	5,437
	Fleet Technician/Welder											
000 0	Traffic Signal/Street Light Technician Water Production Technician II	\$ 4,464	\$ 4,575	\$ 4,689	\$ 4,807	\$ 4,924	\$ 5,049	\$ 5,174	\$ 5,302	\$ 5,437	က် မာ	5,572
57P		\$ 4,575	\$ 4,689	\$ 4,807	\$ 4,924	\$ 5,049	\$ 5,174	\$ 5,302	\$ 5,437	\$ 5,572	\$ 5,	5,710
585		\$ 4,689	\$ 4,807	\$ 4,924	\$ 5,049	\$ 5,174	\$ 5,302	\$ 5,437	\$ 5,572	\$ 5,710	\$ 5,8	853
98	Streets Maintenance Crew Supervisor Building Maintenance Crew Supervisor	\$ 4,807	\$ 4,924	\$ 5,049	\$ 5,174	\$ 5,302	\$ 5,437	\$ 5,572	\$ 5,710	\$ 5,853	\$ 5,6	5,999
409		\$ 4,924	\$ 5,049	\$ 5,174	\$ 5,302	\$ 5,437	\$ 5,572	\$ 5,710	\$ 5,853	\$ 5,999	\$ 6,1	6,150
617		\$ 5,049	\$ 5,174	1	\$ 5,437	\$ 5,572	\$ 5,710	\$ 5,853	\$ 5,999	\$ 6,150	1	6,304
62P	Utilities Crew Supervisor Water Production Crew Supervisor	\$ 5,174	\$ 5,302	\$ 5,437	\$ 5,572	\$ 5,710	\$ 5,853	\$ 5,999	\$ 6,150	\$ 6,304	\$ 6,4	6,464
<u>0</u> 60	Fleet Maintenance Crew Supervisor	\$ 5,302	\$ 5,437	\$ 5,572	\$ 5,710	\$ 5,853	\$ 5,999	\$ 6,150	\$ 6,304	\$ 6,464	\$ 6,6	6,624
64P		\$ 5,437	\$ 5,572	\$ 5,710	\$ 5,853	\$ 5,999	\$ 6,150	\$ 6,304	\$ 6,464	\$ 6,624	\$ 6.7	6,789
65P	A PARTY CONTRACTOR CON	ស	\$ 5,710	\$ 5,853	\$ 5,999	\$ 6,150	\$ 6,304	\$ 6,464	\$ 6,624	\$ 6,789	& 6,0	6,960
66P	Water Quality Backflow Inspector	\$ 5,710	\$ 5,853	\$ 5,999	\$ 6,150	\$ 6,304	\$ 6,464	\$ 6,624	\$ 6,789	\$ 6,960	\$ 7,1	7,131

### LETTER OF AGREEMENT

### BETWEEN

### THE CITY OF ARGADIA

### AND

### ARCADIA PUBLIC WORKS EMPLOYEE ASSOCIATION

The City of Arcadla and the Arcadla Public Works Employee Association (APWEA) agree to amend Article VIII, Section A, Stability Pay/Longevity Pay of the 2011-2014 MOU as follows:

### Section A. STABILITY PAY

Stability Pay is applicable only to employees who were hired prior to July 1, 1983. The plan pays \$25 per year for each year of consecutive service up to a maximum of twenty years (20) of service, where the maximum attainable is \$500.

Cash Stability payments are made once a year between December 1, and December 10, only to employees on the payroll as of December 1. Stability Payments will be paid on a pro-rate basis to employees that retire or are laid off prior to December 1, provided they meet all eligibility requirements.

Anthony Pullao

APWEA President

8-5-11

Date

Don Penman

City Manager

### LETTER OF AGREEMENT

### BETWEEN

### THE CITY OF ARCADIA

### AND

### ARCADIA PUBLIC WORKS EMPLOYEES ASSOCIATION

The City of Arcadia and the Arcadia Public Works Employees Association (APWEA) agree to amend Article XVI "Leave" of the 2014-18 APWEA MOU by amending Section E. <u>Sick Leave</u> as follows:

### Section E. SICK LEAVE

1. Every full-time employee represented by this agreement shall be granted sick leave with full pay. Said sick leave shall be accrued beginning with the first full pay period of employment on the basis of 3.693 hours for each pay period of service completed with the City or 1 hour for every 30 hours worked, whichever is greater. The maximum accrual per year is 96 hours.

Paid sick leave will carry over each year of employment. Employees may accumulate up to a maximum of 2,000 hours of sick leave with pay. For the purposes of overtime calculation, paid sick leave shall be regarded as hours worked.

2. If paid sick leave is taken for the diagnosis, care, or treatment of an existing health condition of, or preventative care of an employee or an employee's family member, the City Manager or designee may require an employee to provide medical certification or evidence of the reason for a sick leave absence that occurs after the employee has used the first 24 hours or 3 days, whichever is greater depending on the employee's regular scheduled work day, of paid sick leave in a year of employment. The City Manager or designee may require a medical examination by a physician after the employee has used the first 24 hours or 3 days, whichever is greater depending on the employee's regular scheduled work day, of paid sick leave in a year of employment if the medical examination is job related and consistent with business necessity.

For leave pertaining to an employee who is a victim of domestic violence, sexual assault, or stalking, the City Manager or designee may request certification for unscheduled absences as described in Labor Code sections 230(c) and 230.1(a).

- 3. Except as provided hereinafter, sick leave means paid authorized absence from duty of an employee due to one of the following:
  - Diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee;
  - Diagnosis, care, or treatment of an existing heath condition of, or preventive care, for an employee's family member includes parent (biological, adoptive, foster parent, step parent, legal guardian or a person who stood loco parentis when employee was a child), child (biological, adoptive, foster child, step child, legal ward, or a child to whom the employee stands loco parentis regardless of age or dependency status), spouse, registered domestic partner, parent-in-law, sibling, grandchild or grandparent; or
  - For an employee who is a victim of domestic violence, sexual assault, or stalking for the purposes described in Labor Code sections 230(c) and 230.1(a).

An employee will make a reasonable effort to schedule medical appointments during non-working hours.

Employees that are injured on duty, and the injury is recognized as such by the City or the WCAB, and not eligible to receive salary to supplement workers' compensation temporary disability benefits under Section F of this Article, may request that accrued sick leave be paid to supplement workers' compensation disability payments.

4. Kin Care Leave: In addition to the prescribed purposes of paid sick leave in Section E. 3, an employee may use up to one-half of his/her annual accrual of sick leave to care for and attend to a family member who is ill. Every effort shall be made to schedule medical appointments for an ill family member during nonworking hours. Family members for purposes of Kin Care leave shall include parent (biological, adoptive, foster parent, step parent, or legal guardian), child (biological, adoptive, foster child, step child, legal ward, a child of a registered domestic partner, or a child to whom the employee stands loco parentis regardless of age or dependency), spouse, or registered domestic partner.

5. In case of absence due to illness, if the paid sick leave is foreseeable, the employee shall notify his department within reasonable advance notice and explain the prescribed purpose of the illness. If the paid sick leave is unforeseeable, the employee shall provide notice of the need for the leave as soon as possible. The minimum increment of use of paid sick leave shall be 30 (thirty) minutes.

The appointing power and City Manager may discipline an employee if sick leave is used for an inappropriate purpose.

- If an employee separates from employment with the City and is rehired within one year from separation, up to 48 hours or 6 days, whichever is greater depending on the employee's regular scheduled work day, of accrued and unused sick leave will be reinstated.
- 7. Upon separation from the City of Arcadia, an employee who works in their final pay period, shall receive credit for that pay period's sick leave accrual based on the following:

0 to 29 hours:

No accrual

30 to 39 hours:

1 hour

40 and above:

3.693 hours

Unused sick leave is not cashed out upon termination, resignation, retirement, or other separation from employment. Unused sick leave may be converted to retirement service credits, as may be permitted under applicable retirement system laws and regulations.

Anthony Pulido
APWEA President

Date

10-22-15

Dominic Lazzaretto

City Manager

### LETTER OF AGREEMENT

### BETWEEN

### THE CITY OF ARCADIA

### AND

### ARCADIA PUBLIC WORKS EMPLOYEES ASSOCIATION

The City of Arcadia and the Arcadia Public Works Employees Association (APWEA) agree to amend Article XV "Uniforms" of the 2014-18 APWEA MOU by inserting Section I. as follows:

### ARTICLE XV UNIFORMS

The following shall apply for each fiscal year:

Section A. The City shall provide each new employee with seven (7) sets of uniforms consisting of shirts and trousers with the exception of Fleet employees who shall be provided 11 sets of shirts and trousers. Employees who work with high-voltage and/or due to medical condition shall be provided with fire-retardant clothing per discretion of the Crew Supervisor.

The City shall provide only one (1) replacement for any damaged or lost shirt and trouser/shorts.

- Section B. The City will reimburse up to \$150.00 for each pair of steel-tip, non-conductive boots for those full-time regular employees who work regularly with electricity and all other covered employees for general steel-tip boots. The City will not pay for any additional items such as socks, polish or extra laces.
- Section C. The City shall provide ten (10) orange t-shirts with a City logo for each full-time permanent employee.
- Section D. The City shall provide two (2) City of Arcadia hats for each full-time permanent employee.
- Section E. The City shall provide one (1) pair of rain boots for each full-time permanent employee. The City shall provide replacement rain gear on an as needed basis or determined by the supervisor.

- Section F. The City shall provide one (1) set of rain gear for each full-time permanent employee. The City shall provide replacement rain gear on an as needed basis or determined by the supervisor.
- Section G. The City shall provide one (1) sweatshirt for each full-time permanent employee.
- Section H. Upon termination of employment, the employee shall turn in all uniforms and other items issued shall have a dollar amount equal to the unreturned uniforms' and items costs that will be deducted from the employee's final pay check.
- Section I. For the duration of the Agreement, Uniforms shall be provided to employees currently receiving uniforms under the same conditions specified in the City's present Memorandum of Understanding. The City shall continue to report an amount up to \$215.00 per year to CalPERS as special compensation for Uniform Allowance to the extent permitted by law. "New Members" as defined under the Public Employee's Pension Reform Act of 2013 will not have the value of the uniforms reported as special compensation.

Anthony Pulido

APWEA President

Date

Dominic Lazzarette

City Manager

Date

### LETTER OF AGREEMENT

### BETWEEN

### THE CITY OF ARCADIA

### AND

### ARCADIA PUBLIC WORKS EMPLOYEES ASSOCIATION

The City of Arcadia and the Arcadia Public Works Employees Association (APWEA) agree to amend Article XVI "Leave" of the 2014-18 APWEA MOU by amending Section G. <u>Holidays</u> as follows:

### Section G. HOLIDAYS

1. Each employee in a classification represented by this MOU shall be allowed the following holidays with pay:

New Year's Day President's Day Memorial Day Independence Day Labor Day September	The third Monday in FebruaryThe last Monday in MayJuly 4
Admission DayVeteran's DayThanksgiving Day	November 11
Day after Thanksgiving Day	
Christmas Eve Christmas Day New Year's Eve	December 25

Every day appointed by the City Council for a public fast, thanksgiving or holiday.

For full-time employees assigned to an alternate work week, and scheduled to work 9 or more hours, but for the holiday would have been scheduled to work 9 or more hours, the employee may use accrued vacation time, accrued comp time, floating holiday time or unpaid leave to make up any difference between the provided nine hours of holiday pay and the actual number of regularly scheduled working hours for a designated holiday. For example, if a holiday

falls on a day an employee is scheduled to work ten (10) hours, the employee shall receive nine (9) hours of holiday pay and be permitted to use other accrued leaves to make up the extra hour for that day.

2. In lieu of Citywide holidays to celebrate Dr. Martin Luther King's birthday and Admission Day, full-time employees shall receive two (2) eight (8) hour floating holidays to be scheduled by the employee in the same manner as vacation leave. Additionally, full-time employees shall receive an eight (8) hour floating holiday for his/her birthday to be scheduled by the employee in the same manner as vacation leave.

In lieu of using eight (8) hours of floating holiday in the same manner as vacation leave for Admissions Day, employees in the unit observe this floating holiday with pay however floating holiday provisions still apply.

Floating holidays shall not carry over into subsequent fiscal years and failure to schedule a floating holiday in the fiscal year in which it is earned shall result in its loss. If the City adopts Dr. Martin Luther King's birthday as a fixed Citywide holiday or it re-adopts Admission Day as a fixed Citywide holiday, the floating holiday(s) based thereon shall cease and eligible employee shall receive the fixed Citywide holiday(s).

- 3. Full-time employees in the unit employed on July 1 of the fiscal year shall conditionally accrue twenty-four (24) hours of floating holiday. If the employee uses floating holiday leave and separates from City employment before the date upon which the floating holiday is based (Dr. Martin Luther King's birthday, Admission Day and/or the Employee's birthday), said floating holiday leave shall be repaid to the City through payroll deduction. Employees hired after the beginning of the fiscal year shall accrue floating holiday only if the employee is employed before the date on which the floating holiday is based (Dr. Martin Luther King's birthday, Admission Day and/or the Employee's birthday).
- 4. As an example, an employee hired on July 15, whose birthday is August 5, would receive a floating holiday for his birthday, Admission Day and Dr. Martin Luther King's birthday for that fiscal

year. However, if that same employee was hired on March 15, the employee would not receive any floating holiday benefit for that fiscal year.

5. If a holiday falls on a Friday that City operations are closed, under the 9/80 work schedule, each employee will receive eight (8) hours of floating holiday time. Floating holiday time is not accruable and not payable if unused. The floating holiday must be used by the end of the fiscal year in which it is granted or it shall be forfeited.

Each employee in a classification represented by this MOU shall be allowed eight (8) hours floating holiday for his or her birthday to be scheduled by the employee in the same manner as vacation days are scheduled. Floating holidays do not carry over from fiscal year to fiscal year. Failure to schedule the day off within the fiscal year shall result in its loss.

6. An employee required to work or attends a class or function on any holiday allowed to him by this Section shall be paid for the holiday, and in addition, he shall be compensated in accordance with FLSA's (Fair Labor Standards Act) applicable overtime rules in calculating regular rate of pay. The regular rate of pay calculation includes Longevity Pay.

Anthon√ Pulido

**APWEA President** 

Date

1 - 22-45

Dominic Lazzaret

City Manager

# CITY OF ARCADIA MONTHLY SALARY RANGE APRIL 1, 2014 - JUNE 30, 2015 Revised 7.7.2015 APWEA - 3.0% COLA

Range	Title	Sten A	Sten B	Ston	0,000	1	1		-	-		
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	Editioment Operator	1	7	5,34b	\$ 4,043	\$ 4,146	\$ 4,248	\$	,354   \$ 4,464	↔	4	,573
53P	Building Maintenance Technician	\$ 3.848	\$ 3,946	\$ 4043	4	6	6	•			1	
	Storekeeper/Buyer						4,334	4,464	54 \$ 4,5/3	A	ά, ω	4,688
54P	Fleet Technician II	\$ 3,946	\$ 4043	377 7	07C V &	-	ě		4			
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		2,1	4, 140	\$ 4,248	\$ 4,354	\$ 4,464	\$ 4,573	\$ 4,688	38 \$ 4.805	S	4 924	74
	rieer recumician/Weider							1		1		;
56P	Traffic Signal/Street Light Technician	\$ 4,146	\$ 4,248	\$ 4,354	\$ 4 464	\$ 4573	× ×	7 00 1	6	ŧ		
	Water Production Technician II						<del>}</del>	<del>}</del>		9	5,048	Σ <u>τ</u>
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58P		ı		1	1	1	7	n	24 \$ 5,049	Ą	<u>_</u>	5,174
			4,404	\$ 4,5/3	\$ 4,688	\$ 4,805	\$ 4,924	\$ 5,049	19 \$ 5,174	↔	5,3(	303
	Streets Maintenance Crew Supervisor											T
29P	Building Maintenance Crew	\$ 4,464	\$ 4.573	\$ 4.688	\$ 4805	\$ 4 92A	A 7.070	A 47	6	€	3	i
	Supervisor						<del>)</del>	<del>}</del>	4 0,00,0	<del>^</del>	5,435	<u>ა</u>
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	Illilities Crow Sunomicon	1	4,000	4,824	\$ 5,049	5,174		\$ 5,435	5 \$ 5,571	છ	5.711	-
62P	Water Production Crew Supervisor	\$ 4,805	\$ 4,924	\$ 5,049	\$ 5,174	\$ 5,303	\$ 5,435	69	69	69	5.853	33
63P	Fleet Maintenance Crew Supervisor	\$ 4.924	\$ 5 049	\$ 5174	\$ 5 303	1	6	- 1	•	.	-	
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66P	Water Onality Backflow Inspector	ł		ı	- 1		\$ 5,853	\$ 6,002	2 \$ 6,150	↔	6,304	4
	The state of the s	3,303	\$ 5,435	\$ 5,571	\$ 5,711	\$ 5,853	မာ	\$ 6.150	69	G.	6 463	+-

# CITY OF ARCADIA MONTHLY SALARY RANGE JULY 1, 2015 - JUNE 30, 2016 Revised 7.7.2015 APWEA - 3.0% COLA

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Number	Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	S	Step J
46P	Maintenance Worker	\$ 3,336	\$ 3,419	\$ 3.503	\$ 3.592	\$ 3.681	\$ 3.774	3 868	3 063	. 7 00 7	6	. 707
47P			\$ 3.503	7	9				- 1	-	A (	4 104
48P		\$ 3503	U	٦	٦١٥	ı		I.	- 1	- 1	2	4.270
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002	14 14 14 14 14 14 14 14 14 14 14 14 14 1	ı	n	က	\$ 4,064	\$ 4,164	\$ 4,270	\$ 4,375	\$ 4,485	\$ 4.598	ક્ર	4 710
720	Water Production Lechnician I	\$ 3,868	\$ 3,963	\$ 4,064	\$ 4,164	\$ 4,270	\$ 4,375	\$ 4.485	\$ 4598	\$ 4710	╫	4 829
53P	Equipment Operator Building Maintenance Technician	690 c			`	1	1	1	1		-	24,04,5
	Storekeeper/Buver		4,00,4	4, 104	₩ 4,2/U	\$ 4,375	\$ 4,485	\$ 4,598	\$ 4,710	\$ 4,829	69	4,949
54P	Fleet Technician II	\$ 4,064	\$ 4 164	\$ 4270	\$ A 375	4 185	\$ 4 E00	* 1	ľ		1	
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	Floot Technician/Molder	1	۲	r	7	- 1	4,710	4,829	\$ 4,949	\$ 5,072	ω	5,200
56P	Traffic Signal/Street Light Tooksies											
}	Marine Signal Sueer Light Technician	4 4.Z/O	4,3/5	4,485	\$ 4,598	\$ 4,710	\$ 4,829	\$ 4,949	\$ 5,072	\$ 5.200	↔	5.329
1	Water Production Technician II										·	)         
9/P		\$ 4,375	\$ 4,485	\$ 4,598	\$ 4,710	\$ 4,829	\$ 4.949	\$ 5072	\$ 5200	\$ 5 320	6	5 162
28P		\$ 4,485	\$ 4,598	\$ 4,710	\$ 4.829	\$ 4 949		, r	) L	) 4	•	704
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59P	Building Maintenance Crew Supervisor	A 500	4								·-····	
	Supervisor			\$ 4,028	4,348	2/0,0 \$	\$ 5,200	\$ 5,329	\$ 5,462	\$ 5,598	↔	5,738
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62P	Water Production Crew Supervisor	\$ 4,949	\$ 5,072	\$ 5,200	\$ 5,329	\$ 5,462	\$ 5,598	\$ 5,738	\$ 5,882	\$ 6.029	69	6 182
63P	Fleet Maintenance Crew Supervisor	\$ 5.072	\$ 5200	\$ 5329	\$ 5 AB2	A 508	¢ £ 720	1	- 1	- 1	. (	
64P			الر	1	1	-		٥	- 1	- 1	م	6,335
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d99	Water Quality Backflow Inspector		1	2000	-		- 1	- [	- 1	J	↔	6,657
	TOTAL ERROR TOTAL INSPECTOR	- 1	이	\$ 5,738	\$ 5,882	\$ 6,029	\$ 6,182	\$ 6,335	\$ 6,493	\$ 6,657	ક	6.821

# CITY OF ARCADIA MONTHLY SALARY RANGE JULY 1, 2016 - JUNE 30, 2017 Revised 7.7.2015 APWEA - 2.0% COLA

Range Number	Title	Step A	Step B	Step C	Step D	Step E	Step F	Sten G	Ston H	- 4040	- 1000
46P	Waintenance Worker	- 1	E	ŧ	- 1		'	) d d	desto	dano	o delo
47P		- 1	9 G	A	- 1	- 1	_	\$ 3,945	\$ 4,042	\$ 4,145	\$ 4.247
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50P	Fleet Technician I		U	9	1	-	9	- 1	2	- 1	\$ 4,575
51P		2000	) ( ) (	9 6		ı	- 1	\$ 4,355	\$ 4,463	\$ 4,575	\$ 4,690
52P	Water Broduction Technician t	1	A G	φ 4	4	4	4	\$ 4,463	\$ 4,575	\$ 4,690	\$ 4,804
		5,845	\$ 4,04Z	\$ 4,145	\$ 4,247	\$ 4,355	\$ 4,463	\$ 4,575	\$ 4.690	\$ 4 804	\$ 4 976
200	Equipment Operator								1		١,
, ,	Storekeener/Burge	\$ 4,042 	\$ 4,145	\$ 4,247	\$ 4,355	\$ 4,463	\$ 4,575	\$ 4,690	\$ 4,804	\$ 4,926	\$ 5,048
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55P		\$ 4,247	\$ 4,355	\$ 4463	4	4 60		r `	1	- 1	- [
N <del>. 11 11</del> .	Fleet Technician/Welder				1	1	†	4,320	<ul><li>Φ 2,048</li></ul>	\$ 5,1/3	\$ 5,304
56P	Traffic Signal/Street Light Technician	\$ 4,355	\$ 4,463	\$ 4.575	4 690	¥	9 V V V				
	Water Production Technician II						076,4	a 5,046	5/1/3	\$ 5,304	\$ 5,436
57P		\$ 4.463	\$ 4575	A 690	A 201	00 V &	14			ď	- 1
58P		A 575	6	1	- [	- [	- 1	ဂ	\$ 5,304	\$ 5,436	\$ 5,571
			080't	\$ 4,804	\$ 4,926	\$ 5,048	\$ 5,173	\$ 5,304	\$ 5,436	\$ 5,571	\$ 5,710
	Streets Maintenance Crew Supervisor										
29P	Building Maintenance Crew	\$ 4,690	\$ 4.804	\$ 4,926	5 048	\$ 5.173	£ 207	A 100			
	Supervisor							O?+'^ →	- 'ດ 'ດ '	01.7'6	ъ, <del>8</del> 53
60P		\$ 4804	\$ 4 926	\$ 0.00 P	C E 470	1	- [	ľ			
61P		1	070'- A	٦	ارد	۱.			- 1	\$ 5,853	\$ 6,000
100	Utilities Crew Supervisor	1	1	0,10	4 0,504	\$ 5,43b	\$ 5,5/1	\$ 5,710	\$ 5,853	\$ 6,000	\$ 6,150
4Z9	Water Production Crew Supervisor	\$ 5,048	\$ 5,173	\$ 5,304	\$ 5,436	\$ 5,571	\$ 5,710	\$ 5,853	\$ 6,000	\$ 6.150	\$ 6306
63P	Fleet Maintenance Crew Supervisor	\$ 5.173	\$ 5304	\$ 5.436	\$ 5 574	ļ		- 1	- !		- 1
64P		\$ 5304	!	1	ł	1	- 1	۱٥	ı	- 1	\$ 6,462
65P		1	1	1			- 1	- 1	- 1	\$ 6,462	\$ 6,623
d99	Water Quality Backflow Inspector		-	- [	- 1	\$ 6,000	- 1	- 1			\$ 6,790
		1	ſ	3,833	000°	\$ 6,150	\$ 6,306	\$ 6,462	\$ 6,623	\$ 6,790	ı

# CITY OF ARCADIA MONTHLY SALARY RANGE JULY 1, 2017 - JUNE 30, 2018 Revised 7.7.2015 APWEA - 2.5% COLA

0												
Number		Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	35	Step J
46P	Maintenance Worker	\$ 3,488	\$ 3.574	\$ 3.662	\$ 3.756	078 8	\$ 2015	V 0 V	6	6	ŀ	
47P		i .	6	6	1	1	1	ł	9 6	9 6	n	4,333
48P		1	\$ 3756	6	-			4 .	Α (	A.	n	4,464
49P		1	<b>→</b> €	9 €	ļ	4.	4	- [		\$ 4,464	↔	4,575
205	Floot Tooknioin	- 1	n (	ח		- 1	\$ 4,249	\$ 4,353	3 \$ 4,464	\$ 4,575	63	4,689
		. !	- 1	5	\$ 4,143	\$ 4,249	\$ 4,353	\$ 4,464	4 \$ 4,575	\$ 4.689	8	4.807
7 6		ŀ	\$ 4,044	. \$ 4,143	\$ 4,249	\$ 4,353	\$ 4,464	\$ 4.575	65	€.	ď	4 Q24
52P	Water Production Technician I	\$ 4,044	\$ 4,143	\$ 4,249	\$ 4,353	4	4	7	6		16	770
22	Equipment Operator		1		1	1	-	1	1		<del>-</del>	5,0,0 1,0
3	Storekeeper/Buver	4,143	\$ 4,249	\$ 4,353	\$ 4,464	\$ 4,575	\$ 4,689	\$ 4,807	7 \$ 4,924	\$ 5,049	θ	5,174
54P	Fleet Technician II	\$ 4249	\$ 4353	\$ 4464	\$ 4575	4 680	4 4 807	VCO V &	€			0
55P		1	1	8	1			1	9 6	- 1	7	5,302
	Fleet Technician/Welder			1	1		4	o,0,48	7 & 5,1/4	202,6 \$	9	5,437
56P	Traffic Signal/Street Light Technician	\$ 4,464	\$ 4.575	\$ 4.689	\$ 4807	\$ 4 924	7 7 7 8	A 17.4	Ú		•	
	Water Production Technician II			·						0,45/	A	7/0,0
57P		\$ 4,575	\$ 4.689	\$ 4.807	\$ 4924	\$ 5.049	\$ 5174	\$ 5 200	C E 45.7	\$ F F 7.7	€	7
58P		•	8		. 4	1	) נ		9 (	이		2,710
			r	<b>→</b>	90,048	4 0,1/4	\$ 5,302	\$ 5,437	\$ 5,572	\$ 5,710	s)	5,853
	Streets Maintenance Crew Supervisor											
	Building Maintenance Crew	\$ 4,807	\$ 4,924	\$ 5,049	\$ 5,174	\$ 5,302	\$ 5,437	\$ 5,572	5 5.710	\$ 5.853	G.	5 999
	Supervisor										<b>+</b>	}
60P		\$ 4,924	\$ 5.049	\$ 5174	\$ 5302	\$ 5.437	\$ 5 570	0 1 1 1	6	١	-	
61P		\$ 5.049	\$ 5.174	65	راد	1			9 6	- 1	A C	0,150
62P	Utilities Crew Supervisor	¢ 5 174	1	6	1	1	- 1	- 1	م	9 6,150	A	6,304
100	Water Production Crew Supervisor		300,0	9 0,457	7/2'6 4	\$ 5,710	\$ 5,853	\$ 5,999	\$ 6,150	\$ 6,304	69	6,464
63P	Fleet Maintenance Crew Supervisor	\$ 5,302	\$ 5,437	\$ 5,572	\$ 5.710	\$ 5 853	5 000	\$ 6 150	A 6 304	9		,
64P		\$ 5,437	\$ 5,572	8	1	1	1		9 6	1	9 6	0,024
65P	7.6 4	\$ 5,572	-	1	1	1	i		3 6	9 0,024	A G	80,00
499 499	Water Quality Backflow Inspector	\$ 5,710	\$ 5,853	\$ 5,999	1 1	9	1		8	1	9 <del>6</del> 7,	7 131